



# **GENERAL TERMS & CONDITIONS**

for the usage of the Etzel Gas Storage Facility

of

**Etzel-Kavernenbetriebsgesellschaft mbH & Co. KG**

Version 3.0

Dated 1 July 2022

|  |    |
|--|----|
| <i>Preamble</i> .....  | 1  |
| § 1 <i>Defined Terms and References to Time</i> .....                              | 1  |
| § 2 <i>Storage Service Agreement and Storage Services</i> .....                    | 1  |
| § 3 <i>Adjustments to Working Gas Volume</i> .....                                 | 4  |
| § 4 <i>Remuneration and Taxes</i> .....  | 5  |
| § 5 <i>Invoicing and Payment</i> .....   | 5  |
| § 6 <i>Nominations and Renominations</i> .....                                     | 7  |
| § 7 <i>Allocation</i> .....  | 7  |
| § 8 <i>Injection, Withdrawal and Storage of Gas</i> .....                          | 7  |
| § 9 <i>Gas Quality and Pressure</i> .....  | 9  |
| § 10 <i>Gross Calorific Value</i> .....  | 10 |
| § 11 <i>Measurement and Control Rights</i> .....                                   | 11 |
| § 12 <i>Capacity Rights Account and Working Gas Balance</i> .....                  | 12 |
| § 13 <i>Non-Compliance with Contracted Storage Services</i> .....                  | 14 |
| § 14 <i>Subletting</i> .....   | 17 |
| § 15 <i>Transfer of Capacity Rights</i> .....                                      | 18 |
| § 16 <i>Assignment of Capacity Rights</i> .....                                    | 21 |
| § 17 <i>Assignment of a Storage Service Agreement</i> .....                        | 23 |
| § 18 <i>Transfers of Working Gas</i> .....   | 25 |
| § 19 <i>Credit Support</i> .....   | 26 |
| § 20 <i>Emergencies, Reduction of Capacity Rights and Recompression Mode</i> ..... | 28 |
| § 21 <i>Planned Maintenance</i> .....  | 30 |
| § 22 <i>Liability</i> .....  | 31 |
| § 23 <i>Force Majeure</i> .....  | 34 |
| § 24 <i>Withholding of Storage Services and Termination</i> .....                  | 34 |
| § 25 <i>End of the Contractual Relationship</i> .....                              | 36 |
| § 26 <i>Communication and Communication Test</i> .....                             | 37 |
| § 27 <i>Confidentiality</i> .....  | 39 |
| § 28 <i>Amendments</i> .....   | 41 |
| § 29 <i>Miscellaneous</i> .....  | 43 |

## **Preamble**

Etzel-Kavernenbetriebsgesellschaft mbH & Co. KG ("**EKB**") is a storage system operator of salt caverns located at Etzel, Germany.

### **§ 1 Defined Terms and References to Time**

- 1.1 All capitalized terms used in these General Terms & Conditions shall have the meaning set out in GT&C Appendix I.
- 1.2 All references to time in these General Terms & Conditions shall be to CET and CEST as applicable.
- 1.3 All references to Sections (or §) or paragraphs of these General Terms & Conditions, including the GT&C Appendices, shall be read as references to those Sections or paragraphs as amended or renumbered in later Versions of these General Terms & Conditions and GT&C Appendices, as applicable.

### **§ 2 Storage Service Agreement and Storage Services**

- 2.1 These General Terms & Conditions (as amended from time to time) form part of each Storage Service Agreement.
- 2.2 During the term of each Storage Service Agreement, EKB shall provide Storage Services to the Storage User acting as a Reasonable and Prudent Operator.
- 2.3 A Storage User may book Capacity Rights with EKB if they are available. A Storage User's Storage Service Agreement shall set out the initial number of Booked SBUs and the initial quantity of Booked Unbundled Capacity Rights booked by the Storage User with EKB. A Storage User may acquire further Booked SBUs and Booked Unbundled Capacity Rights from other Storage Users by means of Capacity Assignments and may also dispose of Booked SBUs and Booked Unbundled Capacity Rights to other Storage Users by means of Capacity Assignments. Changes in the number of Booked SBUs and the quantity of Booked Unbundled Capacity Rights arising from Capacity Assignments shall not require an amendment to the relevant Storage Service Agreement but shall be recorded by an

update of the Storage User's Capacity Rights Account and be confirmed in writing by EKB if so requested by the Storage User in accordance with § 16.8.

- 2.4 EKB shall offer Storage Users Short Term Capacity Rights in the quantities and at the Unit Tariffs set out on the Storage Website from time to time. Short Term Capacity Rights shall be Firm Capacity Rights. Any Short Term Capacity Rights booked by a Storage User shall form part of its Booked SBUs or Booked Unbundled Capacity Rights for the period of the booking. Short Term Capacity Rights booked by a Storage User shall be recorded by an update of the Storage User's Capacity Rights Account (and confirmed in writing by EKB if so requested by the Storage User) but shall not require an amendment to the relevant Storage Service Agreement.
- 2.5 A Storage User may also acquire and dispose of the rights to use Firm Capacity Rights from or to other Storage Users by means of Capacity Transfers. A Storage User's Available Capacity Rights at any time shall be the aggregate of the Storage User's relevant Booked Capacity Right less any Capacity Transfers of the relevant Capacity Right made by it plus any relevant Capacity Transfers received by it.
- 2.6 In each Hour in each Gas Day during which a Storage User is entitled to receive Storage Services, the Storage User may use its relevant Useable Capacity Rights in the Storage Facility to inject natural gas into the Storage Facility, withdraw natural gas from the Storage Facility and store natural gas in the Storage Facility. The Useable Capacity Rights shall be calculated by EKB on the basis of the relevant Available Capacity Rights by taking into account any adjustments required due to Force Majeure, Maintenance, Extensions, Emergencies, Off Spec Gas and any adjustments arising from any Storage Adjustment Factor. To calculate a Storage User's Useable Injection Capacity and Useable Withdrawal Capacity for a Gas Day, EKB shall further take into account the anticipated Gross Calorific Value of the natural gas that may be injected or withdrawn at each Connection Point on the relevant Gas Day and the applicable Injection Curve and Withdrawal Curve and to calculate the Storage User's Useable Injection Capacity it shall also take into account any Recompression Phase.
- 2.7 In the event EKB reduces the Storage Users' Useable Capacity Rights due to events of Force Majeure, Maintenance, Extensions, Emergencies, Off Spec Gas or other operational conditions (including anticipated Gross Calorific Values), it shall do so pro rata to each Storage User's relevant Available Capacity Right and

may, if necessary, reduce such Useable Capacity Rights to zero (0). EKB may reduce the Storage User's Useable Injection Capacity in any Recompression Phase that affects the Storage User to zero (0). Nominations or Renominations of a Storage User will be reduced or rejected by EKB in accordance with GT&C Appendix II if such Nominations or Renominations exceed the Storage User's Useable Capacity Rights.

- 2.8 If all or part of a cavern of the Storage Facility becomes unavailable for operation for a period and EKB therefore needs to reduce the Storage Users' Useable Working Gas Volumes, it shall do so pro rata to each Storage User's Available Working Gas Volume at the time that EKB determines that the cavern became unavailable for operation. If a Storage User's Working Gas Balance exceeds its reduced Useable Working Gas Volume as a result of such a reduction, the excess volume of Working Gas shall be deemed to be stored by the Storage User using Interruptible Working Gas Volume. The Storage User shall not be obliged to pay Interruptible Capacity Fees in respect of such Interruptible Working Gas Volume for a period of three Months from the reduction of the Storage User's Useable Working Gas Volume. For the purpose of calculating whether a Storage User's Working Gas Balance exceeds its reduced Useable Working Gas Volume, any Working Gas remaining in the cavern that is unavailable for operation shall not be taken into account to the extent that it cannot be withdrawn.
- 2.9 EKB shall notify a Storage User of its Useable Capacity Rights for each Hour by means of its Capacity Rights Account in accordance with GT&C Appendix II. The Storage User acknowledges that EKB calculates the Useable Capacity Rights using its best estimate of the effect of the events referred to in § 2.6.
- 2.10 The Storage Users further acknowledge that in the event of a Line Reversal or Ramp Hour, Nominations or Renominations may have to be reduced or rejected by EKB in accordance with GT&C Appendix II so that the Storage Users may not be entitled to use their full Useable Injection Capacity or Useable Withdrawal Capacity at the affected Flange(s). A reduction or rejection of Nominations or Renominations due to a Line Reversal or Ramp Hour shall not affect the Storage User's obligation to pay the full Firm Capacity Fees.
- 2.11 Subject to § 28.6, in the circumstances set out in GT&C Appendix II, Storage Users may from time to time be granted the right to use Interruptible Injection Capacity, Interruptible Withdrawal Capacity and Interruptible Working Gas Volume.

A Storage User need not hold Firm Capacity Rights in order to Nominate or Renominate for or, if applicable in accordance with § 28.6, book Interruptible Capacity Rights.

### **§ 3 Adjustments to Working Gas Volume**

- 3.1 Due to geological processes (including shrinkage and temperature variations) the aggregate capacity for the storage of natural gas in the Storage Facility continually changes, and is likely to decrease. To reflect such capacity changes EKB shall publish on the general section of each Capacity Rights Account the Storage Adjustment Factor applicable to the current Storage Year and the anticipated Storage Adjustment Factors for all future Storage Years. The Storage Adjustment Factor applicable in any Storage Year also reflects changes in the aggregate storage capacity in any previous Storage Years. The relevant Storage Adjustment Factor shall be applied to the Available Working Gas Volume of each Storage User for each Hour in the relevant Storage Year as part of the calculation of the Useable Working Gas Volume of each Storage User for each Hour. The Unit Tariffs for Booked SBUs and Booked Unbundled Working Gas Volume shall be adjusted accordingly as set out in GT&C Appendix III.
- 3.2 EKB anticipates an annual reduction of the Working Gas Volumes of 1.85 per cent as at 1 April 2015. This is reflected by the Storage Adjustment Factor applicable for Storage Year 2015/2016.
- 3.3 At any time that EKB recognizes that the actual aggregate storage capacity change in the Storage Facility is different from the anticipated annual aggregate storage capacity change, EKB shall without undue delay change the published Storage Adjustment Factor in order to reflect the actual aggregate storage capacity change. EKB may change the Storage Adjustment Factor with effect from 0600 hours on any Gas Day with a notice period of at least one month. § 13 shall apply to any Storage User having a Working Gas Balance that exceeds its Useable Working Gas Volume as a result of any such changes to the Storage Adjustment Factor.

#### **§ 4 Remuneration and Taxes**

- 4.1 In consideration for the provision of Capacity Rights by EKB under its Storage Service Agreement each Storage User shall pay the Capacity Fees and Operational Fees to EKB as calculated in accordance with these GT&C, the Forms of Agreement and GT&C Appendix III, as applicable.
- 4.2 In consideration for the registration in EKB's IT System and for the provision of System Services each Storage User shall pay the Registration Fee and the System Fee to EKB as calculated in accordance with these GT&C and GT&C Appendix III.
- 4.3 All fees are stated without value added tax or similar charges. Each Storage User shall pay all value added tax and other similar charges which are imposed in connection with the provision of Storage Services in addition to the above mentioned fees. This shall not apply to profit related tax imposed on EKB.
- 4.4 If any new taxes or public charges are imposed in connection with the provision of the Storage Services, the Storage User shall also pay such newly introduced taxes and public charges.

#### **§ 5 Invoicing and Payment**

- 5.1 By no later than the fifth (5<sup>th</sup>) day of each Month, EKB shall send out two invoices to each Storage User. The first invoice shall detail all amounts payable by the Storage User for the Firm Capacity Fees and the System Fee for the following Month and any amounts due in respect of previous Months due to final or adjusted allocation data becoming available and the second invoice shall detail all amounts payable by the Storage User for the Operational Fees, Interruptible Capacity Fees, any Firm Capacity Fees for Short Term Capacity Rights not previously invoiced, and Overrun Charges payable by the Storage User in respect of the preceding Month and any compensation payable by EKB pursuant to Section 20.3. The calculation of the Interruptible Capacity Fees and Operational Fees shall be based on interim allocation data or, if available, on final allocation data.
- 5.2 The Party due to make payment under an invoice shall pay the invoiced amounts, including value added tax, to the account specified in the invoice on or before the

later of the twentieth (20<sup>th</sup>) day of the month in which the invoice is sent or twenty five (25) days after date of despatch of the invoice by email.

- 5.3 If an invoice is based on interim allocation data, EKB shall, as soon as reasonably practicable after the final allocation data become available to EKB, submit to the Storage User a reconciliation statement showing the appropriate adjustments. The balance resulting from the adjustments shall be included in the next applicable invoice to be submitted to the Storage User following the adjustment. A reconciliation statement shall also be submitted if, at a future date, final allocation is amended.
- 5.4 As further provided in § 12.4, if the Storage Services Agreement of a Storage User has expired or is terminated at the time when final allocation data become available to EKB or final allocation is amended, a reconciliation invoice shall be submitted to the Storage User. The amounts due under a reconciliation invoice shall be paid by the Storage User to EKB within ten (10) days of receipt of the invoice. If amounts are due to be paid to the Storage User, EKB shall pay such amounts to the Storage User within ten (10) days after submitting the reconciliation invoice to the Storage User.
- 5.5 EKB shall send to each new Storage User an invoice for the Registration Fee as soon as possible after the Storage Service Agreement has become effective and such invoice shall be payable by the Storage User within ten (10) days of receipt of such invoice.
- 5.6 Interest on unpaid amounts under invoices shall accrue at three (3) percentage points above the relevant one (1) month EURIBOR rate from the date payment was due until the date payment is received.
- 5.7 A Party shall not be entitled to withhold payments based on any objection to an invoice or reconciliation statement save in the case of manifest errors contained in the respective invoice or reconciliation statement (e.g. calculation errors). Only a counterclaim that is recognised by a final judgment or that has not been contested by EKB may be set off against a claim of EKB arising from the Storage Service Agreement. Any amounts paid but subsequently agreed or determined not to be payable shall be repaid together with interest at the one (1) month EURIBOR rate applicable at the date of such agreement or determination.



- 5.8 All invoices and reconciliation statements shall be submitted by email and, if so requested by the Storage User, also as a paper copy by postal service or courier.

## **§ 6 Nominations and Renominations**

- 6.1 Each Storage User shall Nominate and Renominate the natural gas quantities to be injected into or withdrawn from the Storage Facility in accordance with the provisions set out in GT&C Appendix II. The rules laid down in GT&C Appendix II shall to the greatest extent possible enable the Storage Users to coordinate their Nominations and Renominations with the nomination and renomination procedures of Adjacent Network Operators. In the event that the nomination or renomination procedures of an Adjacent Network Operator change or a further Adjacent Network is connected to the Storage Facility, EKB shall, in accordance with § 28, amend GT&C Appendix II as far as possible to reflect such changes, taking into account the effect of the nomination and renomination procedures of all other Adjacent Network Operators.
- 6.2 A Storage User shall inform EKB by email of the contact details of any person appointed from time to time to act on behalf of the Storage User for operational purposes. EKB shall inform the Storage Users by email of the contact details of any dispatching agent appointed from time to time to act on behalf of EKB for operational purposes.

## **§ 7 Allocation**

The energy content of the natural gas injected or withdrawn from the Storage Facility in each Hour shall be allocated to the Storage Users in accordance with the rules set out in GT&C Appendix V.

## **§ 8 Injection, Withdrawal and Storage of Gas**

- 8.1 A Storage User shall make available and EKB shall accept at each Connection Point natural gas in the amount of the Storage User's last Accepted Nomination or Accepted Renomination for such Hour for injection into the Storage Facility at such Connection Point.

- 8.2 EKB shall redeliver Working Gas in the amount of the last Accepted Nomination or Accepted Renomination for withdrawal for such Hour of the Storage User at the Connection Point and the Storage User shall accept such amount. At any time EKB's obligation to make available Working Gas to a Storage User at the Connection Points shall be limited to the energy content of the Storage User's Working Gas Balance at such time. EKB's obligation to make available Working Gas to a Storage User at the Connection Points may be limited due to Unplanned Events, Extensions, Planned Maintenance or Constraints.
- 8.3 The Storage User explicitly accepts that EKB shall be entitled to store the natural gas injected by a Storage User together with the Working Gas of other Storage Users. Working Gas that is injected into the Storage Facility by a Storage User will commingle with the natural gas that is stored in the Storage Facility by other Storage Users. In accordance with German property law, each Storage User storing natural gas in the Storage Facility will maintain a co-ownership interest (*Miteigentumsanteil*) in the aggregate amount of natural gas stored in each cavern. For the purpose of calculating the co-ownership interest of a Storage User in a cavern of the Storage Facility, it shall be deemed that the ratio of the Storage User's Working Gas in the cavern to the Working Gas stored by all Storage Users in such cavern equals the ratio of the Storage User's Working Gas Balance to the aggregate Working Gas Balances of all Storage Users.
- 8.4 EKB shall not be obliged to store the natural gas in any particular cavern of the Storage Facility and shall not be obliged to maintain any records showing in which particular cavern of the Storage Facility the natural gas is or was stored.
- 8.5 In the case of withdrawals, EKB shall have no obligation to make available the same molecules of natural gas comprised in the natural gas injected by the Storage User. EKB shall have no obligation to make available natural gas which has the same Gross Calorific Value as the natural gas injected by the Storage User but shall be obliged to make available energy in aggregate equivalent to the amount in kWh shown in the Storage User's Working Gas Balance from time to time. The natural gas made available by EKB to a Storage User shall be deemed to be the same natural gas that was injected by the Storage User or transferred to it in accordance with § 18.
- 8.6 The provisions of GT&C Appendix VI regarding Minimum Filling Levels and Removal of Capacity Rights shall enter into force on 14 July 2022 and expire on 1

April 2025 in accordance with Section 35g EnWG, unless the obligations set out in Section 35a et seqq. EnWG are further limited or prolonged by national and / or European law, in which case also GT&C Appendix VI shall apply until the expiry of the statutory rules.

## **§ 9 Gas Quality and Pressure**

- 9.1 The natural gas quantities to be injected by Storage Users and made available by EKB at the Connection Points shall comply with the natural gas quality requirements and the temperature and pressure requirements as set out in Part A of GT&C Appendix IV.
- 9.2 If a Storage User delivers Off Spec Gas to the Storage Facility at a Connection Point, EKB shall be entitled to reject the acceptance of such natural gas. If natural gas delivered by a Storage User forms part of a commingled stream with natural gas delivered by other Storage Users and the commingled stream comprises Off Spec Gas, then the natural gas delivered by the Storage User shall be deemed to be Off Spec Gas.
- 9.3 If EKB makes available Off Spec Gas to a Storage User, the Storage User shall only be obliged to off take such Off Spec Gas to the extent that the Adjacent Network Operator at the Connection Point accepts the same and where on any occasion the Adjacent Network Operator accepts such natural gas, then the natural gas shall be regarded as not being Off Spec Gas on that occasion. On any occasion the Adjacent Network Operator does not accept such natural gas, then EKB shall be regarded as having failed to make available Working Gas to the Storage User and this shall be an "**Off Spec Gas Event**".
- 9.4 In the event that either EKB or an Adjacent Network Operator rejects the off take of Off Spec Gas, EKB shall notify the relevant Storage Users by means of their Capacity Rights Accounts (with a copy by email) of such rejection as soon as reasonably practicable. EKB shall also attempt to notify the relevant Storage Users by telephone.

## § 10 Gross Calorific Value

- 10.1 The Gross Calorific Value of natural gas injected or withdrawn at each Connection Point shall be measured by EKB and such measurements will be used for conversion of volumes of natural gas quantities measured in cubic meters in accordance with § 11 into the energy equivalent of such natural gas quantities in kWh. A Storage User's Working Gas Balance shall be calculated using the actual Gross Calorific Value of the natural gas injected or withdrawn by the Storage User.
- 10.2 All Firm Capacity Rights and the composition of SBUs are defined according to the Standard Gross Calorific Value. EKB shall at any time be entitled to adjust the Standard Gross Calorific Value on the basis of an analysis of the energy content of the natural gas injected into the Storage Facility from time to time. Each time EKB adjusts the Standard Gross Calorific Value it shall adjust the Booked Unbundled Capacity Rights of the Storage Users, the composition of Booked SBUs and any transferred Capacity Rights (but not the Working Gas Balance of the Storage Users) accordingly with at least a two (2) months' advance notice period. The formula set out in paragraph (2) of Section I of GT&C Appendix III for the adjustment of the composition of SBUs shall also be applied to Booked Unbundled Capacity Rights and transferred Capacity Rights. In the event that the Standard Gross Calorific Value is adjusted, the Unit Tariffs payable by a Storage User for Booked Unbundled Capacity Rights shall be adjusted in accordance with GT&C Appendix III to ensure that the Firm Capacity Fees payable by the Storage User remain unaffected by the adjustment of the Standard Gross Calorific Value. The Unit Tariffs payable for Interruptible Capacity Rights shall also be adjusted in accordance with GT&C Appendix III. Whenever the Standard Gross Calorific Value is adjusted, EKB shall inform the Storage Users of this by means of their respective Capacity Rights Accounts, with a copy by email.
- 10.3 The Useable Injection Capacity and the Useable Withdrawal Capacity of a Storage User for each Hour in a Gas Day shall be calculated by EKB using the anticipated Gross Calorific Value of the natural gas that may be injected or withdrawn at each Connection Point on the relevant Gas Day which may be higher or lower than the Standard Gross Calorific Value. EKB shall publish the anticipated Gross Calorific Values for injection and withdrawal by no later than 0900 hours D-1 on the general section of the Capacity Rights Accounts.

- 10.4 Any deviations of the anticipated Gross Calorific Value from the Standard Gross Calorific Value and the corresponding effect on the Useable Capacity Rights shall not alter the amount of the Firm Capacity Fees payable by a Storage User.

## **§ 11 Measurement and Control Rights**

- 11.1 EKB shall measure or cause to be measured the injected and withdrawn natural gas quantities at each Connection Point in accordance with the requirements of the German law on measurement and calibration ("*Gesetz über das Mess- und Eichwesen*").
- 11.2 EKB shall only use, or ensure the use of, licensed and calibrated measurement equipment. Each Storage User shall be entitled to request to witness, at its own expense, the regular checks of the measurement equipment that are carried out by EKB if the Storage User has reasonable doubts that the measurement equipment generates errors beyond the range of one per cent (1 %).
- 11.3 EKB shall record and evaluate the metering data in accordance with generally accepted rules and techniques. If a Storage User has reasonable doubts as to the correctness of the data, the Storage User shall be entitled to request that the data is checked by a qualified independent third party. In such case EKB and the Storage User shall jointly appoint such third party. The costs of such data check shall be borne by the Storage User unless it turns out that the measurements contain errors beyond the range of one per cent (1 %).
- 11.4 In the event that the measurements contain errors beyond the range of one per cent (1%), a recalculation of the measurements shall be carried out. Improperly functioning measurement equipment shall be replaced, repaired or recalibrated. As a consequence adjustments will be made by EKB to the Allocated Quantities for the period in which the measurement equipment is adjudged to have been mismeasuring in accordance with GT&C Appendix V and such revised Allocated Quantities shall be communicated by EKB to the Storage User and the Adjacent Network Operator.

## § 12 Capacity Rights Account and Working Gas Balance

- 12.1 EKB shall maintain a separate Capacity Rights Account for each Storage User. Each Capacity Rights Account shall be accessible via the Storage Website by the Storage User concerned. EKB shall update the information contained in the Capacity Rights Account (at least) on a daily basis and as required by GT&C Appendix II. The costs incurred by EKB in maintaining and updating the Capacity Rights Account for each Storage User shall be covered by the System Fee.
- 12.2 The Capacity Rights Account shall set out the Storage User's Working Gas Balance, Booked SBUs, Booked Unbundled Capacity Rights, Available Capacity Rights and Useable Capacity Rights from time to time together with the details of any Gas Transfers, Capacity Transfers or Capacity Assignments. EKB shall also use each Storage User's Capacity Rights Account to notify the Storage User of its Confirmed Nominations and Confirmed Renominations and Accepted Nominations and Accepted Renominations for each Hour in accordance with GT&C Appendix II and of the Allocated Quantities in accordance with GT&C Appendix V as injected by the Storage User for each Hour at each Connection Point and withdrawn by the Storage User for each Hour at each Connection Point (including whether such allocations are based on interim or final allocation data). As soon as allocation data is available to EKB, EKB shall book to each Storage User's Working Gas Balance the energy allocated as injected by the Storage User in accordance with GT&C Appendix V following measurement of the actual Gross Calorific Value in accordance with § 10.1 and deduct from each Storage User's Working Gas Balance the energy allocated as withdrawn by the Storage User in accordance with GT&C Appendix V following measurement of the actual Gross Calorific Value in accordance with § 10.1. EKB shall further use each Storage User's Capacity Rights Account to notify a Storage User of the actual Gross Calorific Value of the natural gas injected and withdrawn by the Storage User.
- 12.3 To the extent that the allocation of energy pursuant to § 12.2 and GT&C Appendix V is based on interim allocation data, a Working Gas Balance shall be an interim balance. EKB shall update and, if required, adjust each Working Gas Balance as soon as final allocation data becomes available to it. EKB shall amend final allocation and adjust each Working Gas Balance accordingly if at a future date there is a measurement equipment replacement, repair or recalibration in accordance with § 11.4. The terms of § 13 shall apply to any such adjust-

ments that cause a Storage User to exceed its Maximum Working Gas Volume or its Working Gas Balance to fall below zero.

- 12.4 If the Storage Service Agreement of a Storage User has expired or is terminated at the time when final allocation data become available to EKB or final allocation is amended (but not, for the avoidance of doubt, been merely assigned in accordance with § 17):
- (a) the Storage User shall pay compensation to EKB for any amount of natural gas that was withdrawn from the Storage Facility by the Storage User in excess of its adjusted Working Gas Balance; or
  - (b) EKB shall pay compensation to the Storage User for any amount of natural gas that was left by the Storage User in the Storage Facility at the date of expiry or termination of its Storage Service Agreement as a result of the adjustment of the Storage User's Working Gas Balance.

Such compensation shall be based on the Reference Gas Price (Mid) for the Gas Day on which the Storage Service Agreement of the Storage User expired or was terminated. The Storage User or EKB, as applicable, shall pay interest on such compensation amount for the period from the date on which the Storage Service Agreement expired or was terminated until the date payment is made. The interest rate shall be two (2) percentage points above the one (1) month EURIBOR rate applicable to the relevant months. For the purposes of this clause the limitation period shall be deemed to start at the end of the calendar year in which the final allocation data becomes available or is amended.

- 12.5 In the event that a Storage User undertakes a Gas Transfer to or from another Storage User in accordance with § 18, EKB shall adjust the Storage Users' respective Working Gas Balances accordingly.
- 12.6 In the event that natural gas losses occur in a cavern of the Storage Facility, the lost natural gas volume shall be deemed to have been Working Gas of the Storage Users up to the aggregate volume of Working Gas stored by all Storage Users in the relevant cavern (such lost natural gas volume being the "**Lost Working Gas**") provided that for these purposes § 29.4 shall not apply and EKB shall not be deemed to be a Storage User. EKB shall deduct from each Storage User's Working Gas Balance the proportion of the Lost Working Gas which corresponds to the ratio of the Storage User's Working Gas Balance to the aggregate Working Gas

Balances of all Storage Users at the time EKB reasonably determines that such natural gas losses occurred. EKB shall make such deductions without undue delay after it has become aware of the natural gas loss and of the energy quantity that was lost. In the event that despite having exercised all reasonable efforts it is not possible for EKB to reasonably determine the time at which the natural gas losses occurred, the natural gas loss shall be deemed to have occurred at the end of the Month preceding the time at which EKB first became aware of the natural gas loss and of the energy quantity that was lost.

### **§ 13 Non-Compliance with Contracted Storage Services**

- 13.1 A Storage User's Working Gas Balance shall not fall below zero at any time. A Storage User's Working Gas Balance shall not exceed its Useable Working Gas Volume in any Hour unless, and to the extent that, EKB provides to the Storage User Interruptible Working Gas Volume in accordance with GT&C Appendix II. EKB may refuse or reduce any Nominations or Renominations of a Storage User that would cause its Forecast Working Gas Balance to fall below zero or to exceed its Maximum Working Gas Volume. In the event that EKB does not so refuse or reduce a Nomination or Renomination, the Storage User shall be obliged to comply with §§ 13.3 to 13.5 and §§ 13.7 to 13.9.
- 13.2 Notwithstanding §13.1, Adjacent Network Operators' allocation procedures (including the provision of final allocation data), measurement equipment replacement, repair or recalibration or the cancellation or invalidity of Gas Transfers may cause a Storage User's Working Gas Balance to fall below zero.
- 13.3 Whenever a Storage User's Working Gas Balance falls below zero, EKB shall notify the Storage User via its Capacity Rights Account (with a copy by email) and require the Storage User to Nominate or Renominate as soon as possible natural gas for injection into the Storage Facility in order to restore its Working Gas Balance to at least zero. Subject to §§ 13.4 and 13.5, for each Hour following such request by EKB (but not earlier than from the Hour for which Renominations are permissible and only as long as the Storage User's Working Gas Balance remains below zero), the Storage User shall pay an Overrun Charge if (a) the Storage User has not Nominated or Renominated for the injection of natural gas using all of its Useable Injection Capacity for such Hour or (b) the Storage User has so Nominated or Renominated for such Hour but the Adjacent Network Operator applies



some form of reduction in the quantities of natural gas scheduled to flow. The Storage User shall, however, not be obliged to pay an Overrun Charge if the Storage User provides reasonable evidence to EKB that the relevant Adjacent Networks were not sufficiently available for the injection of natural gas into the Storage Facility in the relevant Hour(s).

- 13.4 If the Storage User has not restored its Working Gas Balance to at least zero by the end of the seventh Gas Day after the Gas Day on which EKB gave notice in accordance with § 13.3, EKB shall, to the extent possible, purchase natural gas up to the amount that is required to restore the Storage User's Working Gas Balance to zero. In such event, EKB shall be entitled to use the Storage User's Useable Injection Capacity to inject the natural gas purchased by EKB and the Storage User shall pay the Operational Fees in respect of the use of such Injection Capacity. The energy equivalent of any such purchased natural gas shall be booked to the Storage User's Working Gas Balance. The Storage User shall pay to EKB for such natural gas an amount equal to 120 % of the direct costs incurred by EKB in connection with the purchase of the natural gas. If the reason the Storage User has not restored its Working Gas Balance to zero is that EKB has been unable to meet its Nominations and Renominations to use its total Useable Injection Capacity in any Hour, then the seven (7) Gas Day period shall be extended accordingly on an Hourly basis.
- 13.5 If a Storage User's Working Gas Balance being less than zero threatens, in EKB's reasonable opinion, the geological integrity of the Storage Facility then, rather than applying the process set out in §§ 13.3 and 13.4, EKB shall give notice to the Storage User via its Capacity Rights Account (with copy by email) that it intends, to the extent possible, immediately to purchase natural gas in order to restore the Storage User's Working Gas Balance to zero. In such event, EKB shall be entitled to use the Storage User's Useable Injection Capacity to inject the natural gas purchased by EKB and the Storage User shall pay the Operational Fees in respect of the use of such Injection Capacity. The energy equivalent of any such natural gas purchased by EKB shall be booked to the Storage User's Working Gas Balance. The Storage User shall pay to EKB for such natural gas an amount equal to 120 % of the direct costs incurred by EKB in connection with the purchase of the natural gas.
- 13.6 Notwithstanding § 13.1, Adjacent Network Operators' allocation procedures (including the provision of final allocation data), measurement equipment replace-

ment, repair or recalibration, the termination of Capacity Transfers, the invalidity of Gas Transfers, changes to the Standard Gross Calorific Value or changes to the Storage Adjustment Factor may cause a Storage User's Working Gas Balance to exceed its Maximum Working Gas Volume. Further, a Storage User who is using Interruptible Working Gas Volume to store its Working Gas Balance may also be required to relinquish such Interruptible Working Gas Volume in accordance with GT&C Appendix II.

- 13.7 Whenever a Storage User's Working Gas Balance exceeds its Maximum Working Gas Volume, EKB shall notify the Storage User via its Capacity Rights Account (with copy by email) and require the Storage User to Nominate or Renominate as soon as possible natural gas for withdrawal from the Storage Facility in order to reduce its Working Gas Balance to equal to or less than its Maximum Working Gas Volume. Subject to §§ 13.8 and 13.9, for each Hour following such request by EKB (but not earlier than from the Hour for which Renominations are permissible and only as long as the Storage User's Working Gas Balance exceeds its Maximum Working Gas Volume) the Storage User shall pay an Overrun Charge if (a) the Storage User has not Nominated or Renominated for the withdrawal of natural gas using all of its Useable Withdrawal Capacity for such Hour or (b) the Storage User has so Nominated or Renominated for such Hour but the Adjacent Network Operator applies some form of reduction in the quantities of natural gas scheduled to flow. The Storage User shall, however, not be obliged to pay an Overrun Charge if the Storage User provides reasonable evidence to EKB that the relevant Adjacent Networks were not sufficiently available for the withdrawal of natural gas from the Storage Facility in the relevant Hour(s).
- 13.8 If the Storage User has not reduced its Working Gas Balance to equal to or less than its Maximum Working Gas Volume by the end of the seventh Gas Day after the Gas Day on which EKB gave notice in accordance with § 13.7 EKB shall, to the extent possible, sell the Storage User's Working Gas up to the amount by which the Storage User's Working Gas Balance exceeds its Maximum Working Gas Volume. In such event, EKB shall be entitled to use the Storage User's Useable Withdrawal Capacity to withdraw the natural gas sold by EKB. The energy equivalent of any such Working Gas sold by EKB shall be deducted from the Storage User's Working Gas Balance. The Storage User shall receive as compensation an amount equal to 80 % of the net proceeds EKB receives for the sale of the Working Gas. If EKB incurs net losses in selling such Working Gas, the Storage User shall pay to EKB an amount equal to 100% of such net losses. If the rea-

son the Storage User has not reduced its Working Gas Balance to equal to or less than its Maximum Working Gas Volume is that EKB has been unable to meet its Nominations and Renominations to use its total Useable Withdrawal Capacity in any Hour, then the seven (7) Gas Day period shall be extended accordingly on an Hourly basis.

- 13.9 If a Storage User's Working Gas Balance exceeds its Maximum Working Gas Volume and this is preventing, or EKB reasonably believes it will prevent, other Storage Users from being able to use their Firm Capacity Rights then, rather than applying the process set out in §§ 13.7 and 13.8, EKB shall give notice to the Storage User via its Capacity Rights Account (with copy by email) that it intends, to the extent possible, immediately to sell such excess Working Gas in order to reduce its Working Gas Balance to equal to its Maximum Working Gas Volume. In such event, EKB shall be entitled to use the Storage User's Useable Withdrawal Capacity to withdraw the natural gas sold by EKB. The energy equivalent of any such natural gas sold by EKB shall be deducted from the Storage User's Working Gas Balance. The Storage User shall receive as compensation from EKB an amount equal to 80 % of the net proceeds received by EKB in connection with the sale of the Working Gas. If EKB incurs net losses in selling such Working Gas, the Storage User shall pay EKB an amount equal to 100% of such net losses.

#### **§ 14 Subletting**

- 14.1 A Storage User shall be entitled to sublet any or all of its Capacity Rights to a third party.
- 14.2 A Storage User shall not be obliged to inform EKB when the Storage User sublets Capacity Rights.
- 14.3 In the case of a sublet of Capacity Rights, a Storage User remains fully liable for its obligations under its Storage Service Agreement. The Storage User shall continue to make Nominations and Renominations with respect to the Capacity Rights it has sublet to third parties.

## **§ 15 Transfer of Capacity Rights**

- 15.1 A Storage User shall be entitled to transfer any quantity of its Available Capacity Rights (including whole Available SBUs) to another Storage User in accordance with this § 15.
- 15.2 Any Available Capacity Right may be transferred separately from any other Available Capacity Rights and may be transferred for part or all of its remaining term. A Capacity Transfer shall not affect the number of Booked SBUs or Booked Unbundled Capacity Rights held by the Transferor.
- 15.3 A Capacity Transfer may only be made in respect of all Hours in any Gas Day.
- 15.4 A Capacity Transfer can only be made between Entities that have entered into a Storage Service Agreement with EKB on or before the date on which notice of the Capacity Transfer is given to EKB in accordance with § 15.6.
- 15.5 Provided they comply with § 15.6 and without prejudice to § 15.7, Storage Users do not need the consent of EKB to Capacity Transfers. Each Storage User's Capacity Rights Account shall show the quantity of each Capacity Right the Storage User is entitled to transfer at that time.
- 15.6 Both the Transferor and the Transferee shall notify a proposed Capacity Transfer by each sending notices in accordance with GT&C Appendix VII to EKB by no later than 0600 hours on the Gas Day that is two Gas Days before the start of the proposed period of the Capacity Transfer.
- 15.7 EKB may reject a Capacity Transfer by no later than 1200 hours on the Gas Day that is two Gas Days before the start of the proposed period of transfer only if:
- (a) the proposed Capacity Transfer exceeds the Transferor's relevant Available Capacity Right; (for the avoidance of doubt, a Storage User may not transfer an Available SBU if it has previously transferred Available Injection Capacity, Available Withdrawal Capacity or Available Working Gas Volume in such quantities that means it no longer holds sufficient whole Available SBU's); or



- (b) as a result of the proposed Capacity Transfer the Transferor's Working Gas Balance may, in EKB's reasonable opinion, exceed the Transferor's Maximum Working Gas Volume at the start of the period of the proposed Capacity Transfer; or
  - (c) the two required notifications to EKB are not made before the time specified in § 15.6 or do not match; or
  - (d) the Transferee has not entered into a Storage Service Agreement for a term at least equal to the period of the proposed Capacity Transfer.
- 15.8 In the event that a Capacity Transfer is not rejected by EKB, the transferred Capacity Rights shall become part of the Transferee's Available SBUs, Available Injection Capacity, Available Withdrawal Capacity or Available Working Gas Volume (as applicable) for the period of the Capacity Transfer. The Transferee shall be entitled to utilize the resulting Useable Capacity Rights.
- 15.9 The Transferee shall pay to EKB all fees and charges in respect of the transferred Capacity Rights except for the Capacity Fees. The Transferor shall remain liable to EKB for paying the Capacity Fees in respect of the transferred Capacity Rights.
- 15.10 EKB shall not charge any fees for processing Capacity Transfers.
- 15.11 If, in respect of a Capacity Transfer, the Storage Services Agreement of the Transferee is terminated for any reason before or during the period of the Capacity Transfer:
- (a) EKB shall notify the Transferor via its Capacity Rights Account (with copy by email) of such termination immediately after notice of termination is given to or by the Transferee; and
  - (b) with effect from the date of termination, the Capacity Transfer shall lapse and the transferred Capacity Rights shall be returned to the Transferor.
- 15.12 If, in respect of a Capacity Transfer, the Storage Services Agreement of the Transferor is terminated for any reason before or during the period of the Capacity Transfer:

- (a) EKB shall notify the Transferee via its Capacity Rights Account (with copy by email) of such termination immediately after notice of termination is given to or by the Transferor and shall include in such notification details of any extra Credit Support that EKB would require from the Transferee in respect of any Transferred Booked Capacity Rights forming part of the Capacity Transfer if the Transferee wants to book them pursuant to lit. (b) below;
- (b) the Transferee shall have five (5) Business Days from the date of EKB's notice pursuant to lit. (a) above to notify EKB via its Capacity Rights Account (with copy by email) of whether it wishes to acquire all rights and obligations in respect of all or part of the Transferred Booked Capacity Rights which the Transferee has received under the Capacity Transfer for the remainder of the period of the Capacity Transfer including the obligation to pay the Capacity Fees and to provide the additional Credit Support to EKB or whether it wants the Capacity Transfer in respect of all or part of the Transferred Booked Capacity Rights to be terminated;
- (c) if the Transferee elects to assume all rights and obligations in respect of all or part of the Transferred Booked Capacity Rights and provides the required Credit Support to EKB within five (5) Business Days from the date of EKB's notice pursuant to lit. (a) above, the Transferred Booked Capacity Rights shall become part of its relevant Booked Unbundled Capacity Rights or, to the extent the Transferred Booked Capacity Rights took the form of SBUs of the Transferor, part of its Booked SBUs as if the Capacity Rights had been assigned to the Transferee in accordance with § 16. Such acquisition shall be effective from the date of termination of the Transferor's Storage Services Agreement for a period that equals the remainder of the period of the Capacity Transfer;
- (d) if EKB does not receive a notification from the Transferee within five (5) Business Days from the date of its notice to the Transferee pursuant to lit. (a) above or to the extent that the Transferee elects not to assume all rights and obligations in respect of all of the Transferred Booked Capacity Rights or fails to provide any requested additional Credit Support in respect of the Transferred Booked Capacity Rights it wishes to acquire, the Capacity Transfer shall lapse with effect from 0600 hours on the Gas Day following the fifth (5<sup>th</sup>) Business Day after the date on which EKB gave notice to the Transferee; and

- (e) in respect of transferred Capacity Rights that are not Transferred Booked Capacity Rights, the Capacity Transfer shall lapse with effect from the date of termination of the Transferor's Storage Services Agreement.
- 15.13 In the event that the original Transferee has further transferred the Capacity Rights to another Storage User, § 15.12 may apply to further Transferees who indirectly acquired Capacity Rights from the original Transferor if the original Transferor's Storage Service Agreement is terminated and the original Transferee does not book all the relevant Capacity Rights from EKB.
- 15.14 EKB shall provide a facility on the general section of the Capacity Rights Accounts on which Storage Users can post details of Capacity Rights they wish to transfer by means of Capacity Transfers.

## **§ 16 Assignment of Capacity Rights**

- 16.1 A Capacity Assignment shall be carried out in accordance with this § 16 and requires the prior consent (*Einwilligung*) of EKB.
- 16.2 A Storage User may only assign Booked SBUs and Booked Unbundled Capacity Rights.
- 16.3 A Capacity Assignment shall be for a period of a whole Month or Months and must start with effect from 0600 hours on the first Gas Day of a Month. A Capacity Assignment may be for all or part of the remaining term of the Booked SBU or Booked Unbundled Capacity Right.
- 16.4 A Capacity Assignment can only be made between Entities that have entered into a Storage Service Agreement with EKB on or before the date on which notice of the Capacity Assignment is given to EKB by the Assignor and the Assignee in accordance with § 16.5.
- 16.5 Both the Assignor and the Assignee shall notify the proposed Capacity Assignment by each sending notices in accordance with GT&C Appendix VII to EKB by no later than one (1) Month before start of the proposed period of the Capacity Assignment.



- 16.6 The Assignee shall acquire all rights and assume all obligations in respect of Booked SBUs and Booked Unbundled Capacity Rights that are the subject of a Capacity Assignment consented to by EKB for the period of the Capacity Assignment except that the Storage User shall pay the Unit Tariffs set out in the Storage Service Agreement of the Storage User that originally booked the Capacity Rights with EKB rather than the Unit Tariffs set out in its own Storage Service Agreement or, in the case of Short Term Capacity Rights, the Unit Tariff agreed between EKB and the Assignor at the relevant time. The assigned Booked SBUs or Booked Unbundled Capacity Rights shall become part of the Assignee's Booked SBUs or Booked Unbundled Capacity Rights during the period of the Capacity Assignment. The Assignor shall lose all rights and be released from the corresponding obligations accordingly.
- 16.7 EKB shall calculate any Credit Support or additional Credit Support required from the Assignee as a result of the proposed Capacity Assignment and shall notify the Assignee by email of such amount by no later than ten (10) Business Days after having received both notifications to be sent to EKB in accordance with § 16.5.
- 16.8 By no later than twenty (20) Business Days after having received both notifications to be sent to EKB in accordance with § 16.5, EKB shall notify both the Assignor and the Assignee via their Capacity Rights Accounts (with copy by email) of whether it grants its consent to the proposed Capacity Assignment. In the event that EKB does not notify the Assignor and the Assignee within such period, EKB's consent shall be deemed to have been refused. In the event that the Assignor or the Assignee requests a written confirmation of EKB's consent, EKB shall provide a written confirmation detailing (a) the period of the Capacity Assignment, (b) the amount of Booked SBUs or Booked Unbundled Capacity Rights that have been assigned and (c) the identity of the Assignor and the Assignee.
- 16.9 EKB may only refuse consent to a Capacity Assignment if:
- (a) the Assignee does not provide the Credit Support requested by EKB within five (5) Business Days after having received EKB's notification under § 16.7, or
  - (b) the Capacity Assignment would not be permissible under mandatory law;
- or



- (c) the proposed Capacity Assignment exceeds the number of the Assignor's Booked SBUs or the number of its relevant Booked Unbundled Capacity Rights, as applicable; or
- (d) the Assignor has made Capacity Transfer(s) in respect of some or all of the assigned Capacity Rights, the period of such Capacity Transfer(s) fall partly or wholly within the period of the proposed Capacity Assignment and the Assignor has not provided to EKB to its reasonable satisfaction evidence that the Transferee(s) under such Capacity Transfer(s) consent to the assignment of the Booked Capacity Rights. In the event that the Transferee(s) consent to the proposed Capacity Assignment, the Assignee is deemed for EKB's purposes to be the Transferor for the remaining period of the relevant Capacity Transfer; or
- (e) as a result of the proposed Capacity Assignment the Assignor's Working Gas Balance may, in EKB's reasonable opinion, exceed the Assignor's Maximum Working Gas Volume at the start of the period of the proposed Capacity Assignment; or
- (f) the two required notifications to EKB are not made before the time specified in § 16.5 or do not match; or
- (g) the Assignee has not entered into a Storage Service Agreement for a term at least equal to the period of the proposed Capacity Assignment.

16.10 EKB shall not charge any fees for processing Capacity Assignments.

16.11 In the event that a Storage User assigns all of its Booked SBUs and Booked Unbundled Capacity Rights, the Storage User shall remain a Storage User and continue to pay the System Fee unless or until it either (a) assigns its Storage Service Agreement in accordance with § 17; or (b) its Storage Service Agreement is terminated in accordance with § 24.

## **§ 17 Assignment of a Storage Service Agreement**

17.1 With the prior written consent (*Einwilligung*) of EKB a Storage User may assign its Storage Service Agreement to another Entity.



- 17.2 The assignment of a Storage Service Agreement must be with effect from 0600 hours on the first Gas Day of a Month.
- 17.3 Both the Storage User and the Successor shall notify the proposed assignment by each sending notices in accordance with GT&C Appendix VII by no later than two (2) Months before the proposed effective date of the assignment.
- 17.4 EKB shall calculate any Credit Support required from the Successor and shall notify the Successor in writing submitted by registered mail or courier of such amount by no later than one (1) month after having received both notifications to be sent to EKB in accordance with § 17.3.
- 17.5 By no later than two (2) weeks after EKB has notified the Successor about the required Credit Support in accordance with § 17.4, EKB shall notify both the Storage User and the Successor in writing submitted by registered mail or courier of whether it grants its consent to the proposed assignment. In the event that EKB does not notify the Storage User and the Successor within such period, EKB's consent shall be deemed to have been refused. If EKB has consented to the proposed assignment, EKB, the Storage User and the Successor shall sign an amendment to the Storage Service Agreement reflecting the replacement of the Storage User by the Successor.
- 17.6 EKB may only refuse consent to a proposed assignment if
- (a) the assignment would not be permissible under mandatory law; or
  - (b) the two required notifications to EKB are not made before the time specified in § 17.3 or do not match; or
  - (c) the Successor does not provide the Credit Support requested by EKB within five (5) Business Days after having received EKB's notification under § 17.4.
- 17.7 Upon the assignment taking effect the assigning Storage User shall cease to be a party to the Storage Service Agreement and the Successor shall become a party to the Storage Service Agreement in its place. The Successor shall acquire the same position in respect of all rights and obligations that the assigning Storage User had prior to the taking effect of the assignment. In particular, the Successor shall ac-

quire the assigning Storage User's Working Gas Balance (which may be adjusted at a later time in accordance with § 12 and the allocation rules set out in GT&C Appendix V), be liable for unfulfilled payment obligations accrued prior to the assignment taking effect and shall be deemed to be the Assignor, Assignee, Transferor and Transferee under any Capacity Assignment or Capacity Transfer to which the assigning Storage User was a party.

- 17.8 Upon the assignment taking effect the Successor shall pay to EKB the Registration Fee unless the Successor is already registered as an existing Storage User. EKB shall not charge any other fees for processing the assignment.
- 17.9 In the event that the Successor already was a Storage User prior to the assignment of the Storage Service Agreement, all rights and obligations acquired by the Successor in accordance with this § 17 shall automatically transfer to its existing Storage Service Agreement. In such circumstances the Storage Service Agreement of the assigning Storage User shall automatically lapse upon the coming into effect of the assignment. EKB shall provide a written confirmation with the details of the assignment to both the Storage User and the Successor.

## **§ 18 Transfers of Working Gas**

- 18.1 A Storage User shall be entitled to transfer all or part of its Working Gas to another Storage User (a "**Gas Transfer**") without the consent of EKB.
- 18.2 A Gas Transfer shall be effective as of 0600 hours on the Gas Day on which the Gas Transfer is proposed to take place.
- 18.3 Both Storage Users must notify the proposed Gas Transfer by each sending notices in the form set out in GT&C Appendix VII to EKB by no later than 1800 hours on the Gas Day that immediately precedes the Gas Day on which the Gas Transfer is proposed to take place.
- 18.4 EKB may reject a Gas Transfer by no later than 2000 hours on the Gas Day that immediately precedes the Gas Day on which the Gas Transfer is proposed to take place only if:

- (a) the amount of Working Gas to be transferred may, in EKB's reasonable opinion, exceed the transferring Storage User's Working Gas Balance at 0600 hours on the Gas Day on which the Gas Transfer is proposed to take place; or
  - (b) as a result of the proposed Gas Transfer the receiving Storage User's Working Gas Balance may, in EKB's reasonable opinion, exceed the receiving Storage User's Maximum Working Gas Volume at 0600 hours on the Gas Day on which the Gas Transfer is proposed to take place; or
  - (c) the two Storage User's notifications to EKB are not made before the time specified in § 18.3 or do not match.
- 18.5 In the event that EKB has not rejected a Gas Transfer, the transferring Storage User or the receiving Storage User may request from EKB a written confirmation of the Gas Transfer. Upon such request, EKB shall provide a written confirmation detailing (a) the amount of Working Gas that was transferred, (b) which was the transferring and which the receiving Storage User and (c) the effective time of the Gas Transfer.
- 18.6 EKB shall not charge any fees for processing Gas Transfers.

## **§ 19 Credit Support**

- 19.1 EKB shall be entitled to demand appropriate Credit Support from a Storage User in accordance with this § 19 to secure the Storage User's payment obligations under its Storage Service Agreement. Such demand may be made at any time during the term of the Storage Service Agreement including, in particular, upon signature or assignment of a Storage Service Agreement and upon booking of additional Capacity Rights (including the acquisition of Booked Capacity Rights by means of a Capacity Assignment or booking of Capacity Rights in accordance with § 15.12 or the booking of Short Term Capacity Rights).
- 19.2 In the event, and for the duration, that a Storage User has Credit Ratings of at least BBB+ (Standard & Poor's or any successor agency) or Baa1 (Moody's or any successor agency), EKB shall not request Credit Support from the Storage User unless, in EKB's reasonable opinion, such Credit Ratings do not correctly reflect the



Storage User's actual creditworthiness. Should the Storage User be rated by both Standard & Poor's and Moody's, the lower of such Credit Ratings shall apply.

- 19.3 EKB shall have reasonable discretion to determine the amount of Credit Support it requires from a Storage User provided that: (a) as long as a Storage User has zero Booked Capacity Rights, the Credit Support to be provided in accordance with 19.1, if any, shall be for the amount that is published on the Storage Website from time to time and (b) for a Storage User with Booked Capacity Rights the amount of Credit Support shall never exceed an amount equal to four (4) Months' Firm Capacity Fees (including applicable taxes) payable by the Storage User for its Booked Capacity Rights as reasonably calculated by EKB in respect of the next whole four (4) Months (or the last four (4) Months of the Booked Capacity Rights if applicable).
- 19.4 EKB shall be entitled to check a Storage User's and any Credit Support Provider's creditworthiness, in particular its Credit Rating, at any time. Whenever EKB intends to carry out such credit check, the Storage User shall provide EKB with all information reasonably requested by EKB.
- 19.5 In the event that a Credit Rating of a Storage User or Credit Support Provider is withdrawn or downgraded or if other circumstances affect a Storage User's or Credit Support Provider's creditworthiness, the Storage User shall inform EKB accordingly without undue delay by email and by registered mail or courier.
- 19.6 If from time to time in EKB's reasonable opinion in respect of a Storage User, EKB's credit risk increases, EKB shall be entitled to re-calculate the amount of Credit Support to be provided by the Storage User in accordance with § 19.1 (subject to the limits set out in § 19.3) or request that further or alternative Credit Support is provided. Examples of when EKB's credit risk may increase include, without limitation, if (a) the Storage User acquires additional Booked Capacity Rights (including Short Term Capacity Rights) or (b) in EKB's reasonable opinion the Storage User's or Credit Support Provider's creditworthiness has deteriorated.
- 19.7 EKB shall return Credit Support to the extent that in EKB's reasonable opinion its credit risk in respect of a Storage User has decreased.

Upon reasonable request by the Storage User, EKB shall review its opinion with regard to the credit risk of a Storage User and, if appropriate, reduce the amount of Credit Support to be provided by the Storage User.

- 19.8 EKB shall, upon reasonable request of a Storage User, return any Credit Support in exchange for the provision of alternative Credit Support by the Storage User in an amount equal to EKB's credit requirements.
- 19.9 Upon termination or assignment of a Storage User's Storage Service Agreement, EKB shall return all Credit Support provided by the Storage User provided that (a) EKB shall be entitled to retain Credit Support until the Storage User has settled all payment claims of EKB; and (b) for a period of six (6) months after termination or assignment of the Storage Service Agreement, EKB shall be entitled to withhold a reasonable amount of the Credit Support provided by the Storage User to cover potential adjustments of allocation data which may result in additional payment obligations of the Storage User.

## **§ 20 Emergencies, Reduction of Capacity Rights and Recompression Mode**

- 20.1 EKB shall be entitled to issue an Operational Flow Order in the event of Emergencies. The Storage Users shall use best endeavours to comply with an Operational Flow Order. EKB shall pay to the Storage User:
- (a) in case of an Operational Flow Order for the withdrawal of natural gas the direct costs incurred by the Storage User for any additional transportation capacities that the Storage User booked in the Adjacent Network in order to withdraw the natural gas but EKB shall not be obliged to compensate the Storage User for any loss of profit on the sale of natural gas; and
  - (b) in case of an Operational Flow Order for the injection of natural gas an amount equal to the Reference Gas Price (High) for each kWh of natural gas injected by the Storage User plus the direct costs incurred by the Storage User for any additional transportation capacities that the Storage User booked in the Adjacent Network in order to inject the natural gas; the natural gas injected by the Storage User shall in such case not be added to the Working Gas Balance of the Storage User but be owned by EKB.

- 20.2 In the event of Extensions and Unplanned Events affecting the Storage Facility or Adjacent Networks, EKB shall be entitled to reduce a Storage User's Capacity Rights partly or wholly and to refuse the injection or withdrawal of natural gas, in each case to the extent necessary. EKB shall use reasonable endeavours to carry out Extensions in a manner that has a minimum negative impact on the Storage Users' Capacity Rights.
- 20.3 In the event that the amount of one of a Storage User's Useable Capacity Rights or, in the case of Capacity Transfers made by the Storage User, the Useable Capacity Rights of the Transferee, are less than the relevant Available Capacity Right of the Storage User or of the Transferee(s) for more than five (5) whole Hours in aggregate in a Month due to (a) Extensions, (b) Unplanned Maintenance of the Storage Facility, (c) a DISC Shortfall, (d) Off Spec Gas Events arising from the acts or omissions of EKB, (e) events of Force Majeure in the Storage Facility, (f) Emergencies in the Storage Facility or (g) any curtailment of Useable Injection Capacity during a Recompression Phase, the relevant Monthly Firm Capacity Fee payable by the Storage User shall be reduced in accordance with the calculation set out in § 20.4 for any further Hours in such Month during which the relevant Useable Capacity Right is reduced due to any of the events referred to in (a) to (g) above. EKB shall credit any overpayment made by the Storage User as a result of a subsequent reduction of the relevant Monthly Firm Capacity Fee in the next invoice it submits to the Storage User for Firm Capacity Fees in accordance with § 5 of the main body of these GT&C.
- 20.4 For the purpose of calculating the reduction of the Monthly Firm Capacity Fee in accordance with § 20.3, the percentage by which relevant Useable Capacity Right is reduced in any Hour of the Month (from the sixth affected Hour of the Month) shall be multiplied with each of:
- (a) the Monthly Firm Capacity Fee paid by the Storage User for the relevant Booked Unbundled Capacity Right from which the reduced Useable Capacity Right originates; and
  - (b) a proportionate part of the Monthly Firm Capacity Fee paid by the Storage User for Booked SBUs from which the reduced Useable Capacity Right originates. For this purpose, the proportionate part of the Monthly Firm Capacity Fee shall be determined on the basis that the Unit Tariff payable

for one Booked SBU reflects a proportion of (i) 0.4 for Injection Capacity, (ii) 0.4 for Withdrawal Capacity and (iii) 0.2 for Working Gas Volume.

The sum of the amounts calculated pursuant to (a) and (b) shall be divided by the number of Hours in the Month to determine the reduction of the Monthly Firm Capacity Fee resulting from the reduction of the Useable Capacity Right in the relevant Hour. If the percentage of reduction of a Useable Capacity Right is different at different Connection Points, the greatest percentage of reduction shall be used to calculate the reduction of the Monthly Firm Capacity Fee.

20.5 EKB shall not be obliged to make any payments to the Storage User other than those set out in § 20.3 for a reduction of the Storage User's Useable Capacity Rights or a reduction of the Useable Capacity Rights of any of its Transferees arising from the events referred to in § 20.3 (a) to (g). The liability of EKB set out in § 22 shall not be limited by this § 20.5.

20.6 In the event that a Storage User's Capacity Rights are restricted or reduced due to the circumstances described in this § 20, EKB shall endeavour to inform the Storage User without undue delay via its Capacity Rights Account and by telephone unless EKB has already taken into account such reduction in the calculation of its Useable Capacity Rights. The Storage User acknowledges that, due to the nature of certain events leading to reductions of Useable Capacity Rights, EKB may not always be able to reflect the reduction of Capacity Rights in the Capacity Rights Accounts of the Storage User. EKB shall, however, document any reductions of Capacity Rights in an appendix to the first invoice send to the Storage User in accordance with § 5.1.

## **§ 21 Planned Maintenance**

21.1 EKB shall be entitled to reduce a Storage User's Capacity Rights partly or completely and to reject injection and withdrawal of natural gas to the extent necessary to carry out Planned Maintenance at the Storage Facility.

21.2 By no later than 1 October of each calendar year, EKB shall publish on the general section of the Capacity Rights Accounts the periods for Planned Maintenance at the Storage Facility for the 15 (fifteen) Month period from 1 January of the following calendar year until the end of the following Storage Year. EKB shall indicate the likely duration and the expected extent of the limitations to Capacity



Rights arising from such Planned Maintenance. On a monthly basis, EKB shall update its Maintenance plan for the following 90 days and if such updates affect the published annual Planned Maintenance plan, EKB shall without undue delay inform the Storage Users via the general section of the Capacity Rights Accounts (with copy by email). Only Maintenance times notified to the Storage Users by at least 30 days prior to the start of the relevant Maintenance time shall qualify as Planned Maintenance.

- 21.3 In the event that the Useable Capacity Rights of a Storage User are restricted for more than 336 Hours during a Storage Year due to Planned Maintenance, the Storage User shall be released from its obligation to pay Monthly Firm Capacity Fees for any period of restrictions to Useable Capacity Rights caused by Planned Maintenance exceeding 336 Hours during the Storage Year calculated on the same basis as in § 20.4.
- 21.4 EKB shall use reasonable endeavours to co-ordinate its Planned Maintenance with the maintenance of the Adjacent Networks, so that EKB's Planned Maintenance should take place as far as possible at the same time as the maintenance of Adjacent Network Operators.

## **§ 22 Liability**

### **22.1 Liability for injuries to life, body or health**

Each Party is liable to the other Party for injuries to life, body or health resulting from a breach of contractual obligations, if such injury is caused by wilful misconduct (*Vorsatz*) or negligence (*Fahrlässigkeit*) of such Party. The accused Party bears the burden of proof to demonstrate that the injury was not caused by wilful misconduct or negligence.

### **22.2 Liability for damage resulting from a breach of material contractual obligations**

- (a) Each Party is liable to the other Party for damages resulting from a breach of material contractual obligations (*wesentliche Vertragspflichten*) if such damage is caused by wilful misconduct or negligence of such Party. The accused Party bears the burden of proof to demonstrate that the damage

was not caused by wilful misconduct or negligence. Material contractual obligations are those obligations required by the content and purpose of the contract and the fulfilment of which is a prerequisite to a proper execution of the contract and on the fulfilment of which the other Party regularly relies and may reasonably rely on.

- (b) In the event a Party is liable according to § 22.2 (a) for damage caused by simple negligence (*einfache Fahrlässigkeit*), the liability of such Party is limited to the typical (*vertragstypisch*) and reasonably foreseeable damage. Typical and reasonably foreseeable damages are damages that the Parties foresaw as possible consequences of a breach of contract or would have foreseen in consideration of the circumstances known or that would have been known to the Parties at that time if exercising due care (*verkehrsübliche Sorgfalt*). A loss of EUR 2,500,000 for damage to property (*Sachschäden*) and of EUR 1,000,000 for pecuniary damage (*reine Vermögensschäden*) can typically be expected in agreements of this nature.
- (c) In the event that EKB has acted simply negligently and is liable according to § 22.2 (a) and § 22.2 (b) to more than one Storage User for the same damaging event, EKB's liability shall be limited to an aggregate amount of EUR 10,000,000. If the aggregate individual damage claims of all Storage Users exceed EUR 10,000,000, each proven individual damage claim shall be reduced in the ratio of EUR 10,000,000 to the total of all proven damage claims. For purposes of such calculation, individual claims shall not be taken into account to the extent they exceed EUR 2,500,000.

### 22.3 Liability for breach of non-material contractual obligations

- (a) In the event of a breach of contractual obligations other than material contractual obligations, a Party is liable for damage to the other Party's property and for pecuniary damages if such damage was caused by wilful misconduct or gross negligence (*grobe Fahrlässigkeit*) of such Party. The accused Party bears the burden of proof to demonstrate that the damage was not caused by wilful misconduct or gross negligence.
- (b) In the event a Party is liable according to § 22.3 (a) for damage caused by gross negligence, the liability of such Party is limited to the typical (*vertragstypisch*) and reasonably foreseeable damage. Typical and reasonably foreseeable damages are damages that the Parties foresaw as possible con-

sequences of a breach of contract or would have foreseen in consideration of the circumstances known or that would have been known to the Parties at that time if exercising due care (*verkehrsübliche Sorgfalt*). A loss of EUR 2,500,000 for damage to property (*Sachschäden*) and of EUR 1,000,000 for pecuniary damage (*reine Vermögensschäden*) can typically be expected in agreements of this nature.

- (c) In the event that EKB is liable according to § 22.3 (a) and § 22.3 (b) vis-à-vis several Storage Users for the same damaging event, EKB's liability for gross negligence shall be limited to an aggregate amount of EUR 10,000,000. If the aggregate individual damage claims of all Storage Users exceed EUR 10,000,000, each proven individual damage claim shall be reduced in the ratio of EUR 10,000,000 to the total of all proven damage claims. For purposes of such calculation, individual claims shall not be taken into account to the extent they exceed EUR 2,500,000.
- 22.4 For the purposes of § 22.1 to § 22.3, the wilful misconduct, gross negligence or simple negligence of a Party's legal representatives, servants or agents (*gesetzliche Vertreter und Erfüllungsgehilfen*) is deemed to be wilful misconduct, gross negligence or simple negligence of the relevant Party.
- 22.5 The limitations of liability in this § 22 shall also apply to any claims made directly against the employees, contractors or corporate bodies of either Party as well as against the, legal representatives, servants or agents (including their employees, contractors or corporate bodies) of either Party.
- 22.6 Each Party's liability under mandatory law shall remain unaffected.
- 22.7 All liability caps stated in this § 22 relate to the Storage Year 2014/2015 and shall be adjusted from time to time in accordance with the adjustment of the index for producer prices (*Erzeugerpreisindex für gewerbliche Produkte (Inlandsabsatz)*) published by the German Statistical Office (*Statistisches Bundesamt Deutschland*) series with the base year 2015 (= 100).

## **§ 23 Force Majeure**

- 23.1 In the event and to the extent that a Party is unable to perform its obligations under a Storage Service Agreement due to Force Majeure, such Party shall be relieved from the performance of obligations for the period of Force Majeure. Subject to § 20, the other Party shall be relieved from the performance of corresponding obligation(s) vis-à-vis the Party claiming Force Majeure.
- 23.2 A Party to a Storage Service Agreement claiming Force Majeure shall, as soon as practicable after learning of the Force Majeure, notify the other Party via their respective Capacity Rights Accounts (with a copy by email and a copy in writing sent by registered mail or courier) of the Force Majeure and provide to that other Party a non-binding estimate of the extent and expected duration of its inability to perform its obligations. The Party claiming Force Majeure shall use all commercially reasonable efforts to mitigate and overcome the effects of the Force Majeure and shall, during the continuation of the Force Majeure, provide the other Party with reasonable updates via their respective Capacity Rights Accounts (with copies by email), when available, of the extent and expected duration of its inability to perform its obligations.

## **§ 24 Withholding of Storage Services and Termination**

- 24.1 EKB shall be entitled to withhold Storage Services from a Storage User partly or completely if and as long as the Storage User is in arrears with its payment obligations vis-à-vis EKB and if the Storage User has failed to settle the outstanding balance within five (5) Business Days after receipt of a warning notice from EKB.
- 24.2 A Storage Service Agreement may be terminated for good reason (*wichtiger Grund*), which shall exist, in particular, if the other Party or a Credit Support Provider of a Storage User:
- (a) becomes insolvent or is unable to pay its debts as they fall due; or
  - (b) has a resolution passed for its winding-up, official management or liquidation or is dissolved (other than pursuant to a solvent consolidation, amalgamation or merger); or

- (c) institutes or has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation and if the respective proceeding is not withdrawn, dismissed, discharged, stayed or restrained within 25 days; or
- (d) has filed or is subject to an application for the commencement of an insolvency or bankruptcy proceeding against it and such application is dismissed because the assets of such Entity are considered to be insufficient to cover the costs of an insolvency or bankruptcy proceeding; or
- (e) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; or
- (f) makes a general assignment, arrangement or composition with or for the benefit of its creditors or has a secured party take possession of all or substantially all of its assets; or
- (g) causes or is subject to any event which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events set out in lit (a) to (f) above;

provided that if one of the events set out in lit (a) to (g) above happens to a Credit Support Provider of a Storage User, EKB shall not be entitled to terminate the Storage User's Storage Service Agreement if such Storage User provides to EKB equivalent replacement Credit Support within ten (10) Business Days of request for the same by EKB.

24.3 A good reason (*wichtiger Grund*) for EKB to terminate the Storage Service Agreement of a Storage User shall (without excluding other good reasons) also exist if:

- (a) the Storage User is in arrears with payment obligations for a material amount in respect of at least two (2) Monthly invoices that have been submitted by EKB to the Storage User in accordance with the provisions of these GT&C provided that EKB has given the Storage User written notice of potential termination after its failure to pay the first such invoice; or

- (b) the Storage User materially fails to comply with validly issued Operational Flow Orders on three (3) occasions in any Storage Year provided that EKB has given the Storage User written notice of potential termination after the first two failures to comply; or
  - (c) the Storage User does not provide or replace any Credit Support requested by EKB in accordance with § 19 within ten (10) Business Days of EKB's request or demand; or
  - (d) any Credit Support Provider of the Storage User fails to perform under any Credit Support or revokes, withdraws or disclaims any Credit Support, or
  - (e) any Credit Support expires or terminates or is not or ceases to be valid or enforceable unless the Storage User provides alternative Credit Support in an amount and form reasonably acceptable to EKB within ten (10) Business Days of demand from EKB.
- 24.4 A Storage User that (a) holds no Capacity Rights (taking into account also Capacity bookings, Capacity Assignments and Capacity Transfers for future periods); (b) has a Working Gas Balance of zero; and (c) is not party to any continuing Capacity Transfer may terminate its Storage Service Agreement with effect from 0600 hours of the first Gas Day of any Month by giving at least one month's notice in writing to EKB.
- 24.5 Warnings, terminations or demands for payment or Credit Support in accordance with this § 24 shall be made in writing and served by registered mail or courier to the addresses set out in the Form of Agreement. The termination shall become effective on the date specified in the termination notice which shall not be earlier than the date of service of the termination notice to the other Party.

## **§ 25 End of the Contractual Relationship**

- 25.1 At the end of the term of a Storage Service Agreement (whether due to an early termination in accordance with § 24 or the expiry of the Storage Service Agreement) the Storage User's Booked SBUs and Booked Unbundled Capacity Rights shall, subject to § 15.12, revert to EKB. By the end of the term of a Storage Service Agreement, the Storage User shall have completely removed all its Working

Gas from the Storage Facility or shall have transferred all its Working Gas to other Storage Users by means of one or more Gas Transfers.

- 25.2 If a Storage Service Agreement is terminated early by EKB in accordance with § 24, EKB shall sell the Storage User's Working Gas. The Storage User shall receive compensation in an amount equal to 100% of the net proceeds EKB has received for the sale of such Working Gas (unless EKB incurs net losses in selling such Working Gas when the Storage User shall pay EKB an amount equal to 100 % of such net losses).
- 25.3 If a Storage User has terminated its Storage Service Agreement early in accordance with § 24 or is not able to withdraw its Working Gas by the end of the term of its Storage Service Agreement due to Force Majeure or any default of EKB, the Storage User shall have the right to withdraw its Working Gas within a reasonable period specified by EKB after such termination or after the expiry of the Storage Service Agreement, respectively. The Storage User shall notify EKB in writing sent by registered mail or courier to the address set out in the relevant Storage Service Agreement without undue delay if the Storage User attributes its inability to withdraw its Working Gas to Force Majeure or any default of EKB. In the event of Force Majeure or a default of EKB, the Storage User shall not be obliged to pay Capacity Fees or the System Fee for the period after termination or expiry of the Storage Service Agreement.
- 25.4 If a Storage User has not withdrawn its Working Gas at the expiry of its Storage Service Agreement or after expiry of any additional period granted to the Storage User in accordance with § 25.3, EKB shall sell the Storage User's Working Gas. The Storage User shall receive compensation in an amount equal to 80 % of the net proceeds EKB receives for the sale of the Working Gas (unless EKB incurs net losses in selling such Working Gas when the Storage User shall pay EKB an amount equal to 100 % of such net losses).

## **§ 26 Communication and Communication Test**

- 26.1 All notifications to be made by a Party to the other Party, including Nominations and Renominations in accordance with GT&C Appendix II, shall be submitted via the Storage User's Capacity Rights Account unless the Storage Service Agreement provides for a different form of communication. In the event that EKB and a

Storage User have agreed alternative electronic means to the Capacity Rights Account for the submission of certain information, references to communications via a Capacity Rights Account in these GT&C shall be deemed to include a reference to such other forms of communication. EKB shall ensure that notifications submitted via the Capacity Rights Account are only accessible by the Storage User to which the notifications are addressed. In the event that a Storage User's Capacity Rights Account is not available, the Parties shall submit notifications, including Nominations and Renominations, using any other reasonable form of communication (such as e-mail or facsimile). EKB shall use its best endeavours to restore the Capacity Rights Account as soon as possible. The addresses and other details for communications not to be made via the Capacity Rights Account shall be set out in the Storage User's Form of Agreement or otherwise be notified to EKB.

- 26.2 In urgent cases the Parties shall attempt to notify each other via telephone and email. The Parties shall ensure that they are reachable 24 hours per day (24/7).
- 26.3 A Storage User shall inform EKB without undue delay in the event that it becomes aware of any impediment that seriously affects its communication with EKB and vice versa.
- 26.4 EKB shall be entitled to carry out a communication test in order to check if a Storage User is able to receive information from EKB and to submit information to EKB via the Capacity Rights Account. EKB shall be entitled to carry out such communication test again, if EKB has reasonable doubts as to the ability of a Storage User to receive or to submit information to EKB via the Capacity Rights Account. Only when the Storage User has passed the communication test is it entitled to utilize its Capacity Rights.
- 26.5 Notices and other communications shall be deemed received:
- (a) when sent, if sent via the Capacity Rights Account provided the sender did not receive a "message undeliverable" communication;
  - (b) when delivered, if delivered by hand or courier on a business day in the country of receipt and if not delivered on a business day in the country of receipt, on the first day after delivery that is a business day in the country of receipt;



- (c) if sent by postal service within the same country, on the second business day in such country after posting and if sent by postal service to or from another country, on the day that is the fifth business day after posting in the country of receipt;
- (d) if sent by facsimile, on receipt by the sending Party of confirmation of successful transmission to the receiving Party's facsimile equipment provided it is a business day in the country of receipt and if not on the next following business day in the country of receipt; and
- (e) if sent by email, when sent provided the sender did not receive a "message undeliverable" communication and the email is sent on a business day in the country of receipt and if not on the next following business day in the country of receipt.

In case of notices of material importance ("*besonderer Bedeutung*") in the meaning of Sections 308 no. 6, 307 German Civil Code (*BGB*), in particular termination notices and payment requests, it is the responsibility of the Party who submits the notice to obtain evidence that the other Party actually received the notice (e.g. by written confirmation of receipt or witness).

## § 27 Confidentiality

27.1 Without the other Party's prior written consent neither EKB nor the Storage User shall sell, trade, publish or otherwise disclose the content of the relevant Storage Service Agreement or any information obtained in connection with the implementation of the Storage Service Agreement ("**Confidential Information**") to any third party in any manner whatsoever, including by means of photocopy or reproduction. Each Party shall use the same level of diligence to protect the secrecy of Confidential Information as it does to protect its own confidential or proprietary information.

27.2 Confidential Information shall not include information that

- (a) at the time of its disclosure is generally available in the public domain;

- (b) becomes generally available in the public domain at any time after its disclosure other than through an act or omission by the Party that has received such information;
  - (c) a Party can demonstrate was already known to it at the time of its disclosure and was not subject to any confidentiality obligation;
  - (d) is disclosed to a Party by a third party without imposing confidentiality restrictions on that Party, provided that the third party has the unrestricted right to so disclose the information to that Party; or
  - (e) is set out in these GT&C (including the GT&C Appendices).
- 27.3 Either Party shall have the right to disclose Confidential Information without the other Party's written consent
- (a) to an Affiliate;
  - (b) to agents, advisors, consultants, banks and insurance companies;
  - (c) to any court, tribunal or arbitral forum or any regulatory, governmental or European agency;
  - (d) to Adjacent Network Operators;
  - (e) to an independent auditor; or
  - (f) to any other person if required under applicable law,
- provided that, in the case of lit. (b), the person to whom Confidential Information is disclosed is either subject to professional confidentiality obligations or that the Party disclosing the Confidential Information has obtained an undertaking of confidentiality, no less stringent than contained in this § 27, from such person or company.
- 27.4 Any disclosure of Confidential Information made by an Affiliate, agent, advisor or consultant of a Party shall be deemed to be a disclosure made by such Party itself.
- 27.5 Should a Party be required to disclose any Confidential Information in accordance with § 27.3 (c), such Party shall inform the other Party without undue delay and the Party under obligation to disclose the Confidential Information shall, upon

consultation with the other Party take all necessary and legally permitted actions which shall include, without limitation, to seek all appropriate orders or remedies, in order to ensure that the Confidential Information does not become public and is treated as confidential as possible.

27.6 This confidentiality obligation shall end two (2) years after the end of the term of a Storage User's Storage Service Agreement.

## **§ 28 Amendments**

28.1 EKB shall be entitled to amend these GT&C, including the GT&C Appendices, from time to time without consent of the Storage Users if necessary to comply with requirements imposed by national or international governmental authorities, in particular regulations and laws, or to comply with the requirements under any agreement reached between EKB and a governmental authority.

28.2 From time to time and without the consent of the Storage Users, EKB shall be entitled to amend (a) the operational rules set out in GT&C Appendix II, (b) the requirements for gas quality, temperature and pressure and the Injection Curve and Withdrawal Curve set out in GT&C Appendix IV, (c) the allocation rules set out in GT&C Appendix V and (d) any other terms of these GT&C (including the GT&C Appendices) that are related to (i) the rules and requirements of Adjacent Network Operators or (ii) the operation of the Storage Facility if, in EKB's reasonable opinion, such amendment is necessary:

- (a) to align the contents of these GT&C with (i) the Adjacent Network Operators' rules regarding the usage of the Adjacent Networks or (ii) the connection agreements in place between EKB and any Adjacent Network Operator; or
- (b) to take into account the connection of a further Adjacent Network to the Storage Facility; or
- (c) in order to meet generally approved rules and techniques for the operation of a storage facility provided such amendments are not detrimental to the Storage Users' interests; or
- (d) to maintain the operability or integrity of the Storage Facility; or

- (e) to improve the processes for Capacity Transfers, Capacity Assignments, assignment of Storage Service Agreements or Gas Transfers provided such amendments are not detrimental to the Storage Users' interests.
- 28.3 EKB shall be entitled from time to time, without the consent of the Storage Users, to amend the magnitude of the elements in the formula used to calculate the tariff for the Operational Fee as set out in GT&C Appendix III in order to reflect the costs incurred by EKB.
- 28.4 In the event that EKB's costs for providing Storage Services to the Storage Users significantly increase due to events that could not reasonably be expected by EKB (including the imposition of new taxes or changes of tax rates), EKB shall be entitled to request each Storage User to renegotiate the affected fees set out in each Form of Agreement and GT&C Appendix III or as otherwise agreed with EKB.
- 28.5 EKB shall be entitled from time to time, without the consent of the Storage Users, to amend the terms of these GT&C (including the GT&C Appendices) in order to allow it to offer additional and enhanced products and services in relation to the Storage Facility.
- 28.6 EKB shall be entitled from time to time without the consent of the Storage Users to amend the terms of these GT&C (including the GT&C Appendices) in order to offer Storage Users the right to book and pay for in advance Interruptible Capacity Rights that would take priority for the purposes of Nominations, Renominations and allocation to Interruptible Capacity Rights acquired by the Storage User Nominating or Renominating in excess of its relevant Usable Capacity Right (if any).
- 28.7 In case of an amendment to these GT&C, EKB shall send by registered mail or courier an amended version of the GT&C or the relevant Appendix (as applicable) to the Storage Users at least one Month before the date on which the amended terms are to come into force. If the amendment is limited to an Appendix, EKB shall only be obliged to send the amended Appendix to the Storage Users. The amended GT&C or GT&C Appendix shall be effective from the date specified by EKB.

## § 29 Miscellaneous

- 29.1 Each Storage Service Agreement shall be governed by German law.
- 29.2 Unless otherwise provided for in a Storage Service Agreement, any disputes that may arise between EKB and a Storage User in connection with or as a result of a Storage Service Agreement including disputes concerning the validity, content and interpretation of the Storage Service Agreement and this arbitration clause, shall be – to the exclusion of the ordinary courts – finally settled by a court of arbitration according to the arbitral rules of the German Institution for arbitration proceedings (*Schiedsgerichtsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V.*). The court of arbitration shall consist of three arbitrators. The place of arbitration proceedings shall be Hamburg, Germany. The language of such arbitration proceedings shall be English.
- 29.3 Should a provision of these GT&C (including its Appendices) or the Form of Agreement be or become invalid, the validity of the remaining provisions of these GT&C (including its Appendices) and the Form of Agreement shall not be affected thereby. The Parties agree to replace the invalid provision by a legally valid provision which corresponds to the greatest possible extent to what the Parties intended commercially according to the meaning and purpose of these GT&C (including its Appendices) and the Form of Agreement and such replacement shall be applicable with effect from the date of invalidity of the invalid provision.
- 29.4 Each Storage User acknowledges that EKB and certain other Entities may from time to time store natural gas in the Storage Facility in order to facilitate its safe and reliable operation and EKB and such Entities shall, for certain purposes of these GT&C (including the GT&C Appendices), be deemed to be Storage Users.

**List of GT&C Appendices:**

1. GT&C Appendix I (Defined Terms)
2. GT&C Appendix II (Nomination and Renomination)
3. GT&C Appendix III (Composition of SBUs, Flanges and Connection Points, Unit Tariffs and other Fees and Charges)
4. GT&C Appendix IV (Technical Information, Injection Curve and Withdrawal Curve and DISC Service)
5. GT&C Appendix V (Allocation)
6. GT&C Appendix VI (Minimum Filling Levels and Removal of Capacity Rights)
7. GT&C Appendix VII (Notification Requirements)

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## **GT&C Appendix I: Defined Terms**

**Version 3.0**

**Dated 1 July 2022**

**"Accepted Firm Nomination"** and **"Accepted Interruptible Nomination"** shall have the meanings given to them in Section II.9 of GT&C Appendix II.

**"Accepted Nomination"** means either an Accepted Firm Nomination or an Accepted Interruptible Nomination.

**"Accepted Firm Renomination"** and **"Accepted Interruptible Renomination"** shall have the meaning given to them in Section III.10 of GT&C Appendix II.

**"Accepted Renomination"** means either an Accepted Firm Renomination or an Accepted Interruptible Renomination.

**"Adjacent Network"** means any natural gas transmission system connected to the Storage Facility from time to time, including without limitation, the GTS System, GUD NETRA System, OGE NETRA System and Jordgas NETRA System.

**"Adjacent Network Operator"** means the operator from time to time of an Adjacent Network.

**"Affiliate"** means in relation to an Entity, the ultimate parent Entity of such Entity and any Entities in any tier (other than the Entity itself) controlled by the ultimate parent Entity. For the purposes of this definition, "control" means (a) to possess, directly, or indirectly through one or more Entities, the power to direct the management or policies of an Entity, whether through ownership of voting securities or otherwise, or (b) to own, directly, or indirectly through one or more Entities, more than fifty percent (50 %) of the outstanding voting securities or other ownership interest of such Entity.

**"Aggregate Interruptible Injection Capacity"** means the aggregate quantity of Interruptible Injection Capacity available at a Flange in the relevant Hour calculated by EKB in accordance with Section IV.3 of GT&C Appendix II.

**"Aggregate Interruptible Withdrawal Capacity"** means the aggregate quantity of Interruptible Withdrawal Capacity available at a Flange in the relevant Hour calculated by EKB in accordance with Section IV.7 of GT&C Appendix II.

**"Aggregate Interruptible Working Gas Volume"** means the aggregate quantity of Interruptible Working Gas Volume available in the relevant Hour calculated by EKB in accordance with Section IV.8 of GT&C Appendix II.

**"Allocated Quantity"** shall have the meaning given to it in GT&C Appendix V.

**"Assignee"** means a Storage User that is the recipient or intended recipient of Capacity Rights under a Capacity Assignment.

**"Assignor"** means a Storage User that is assigning or has assigned Capacity Rights under a Capacity Assignment.

**"Available"** SBUs, Injection Capacity, Working Gas Volume, Withdrawal Capacity or Capacity Rights means, in respect of a Capacity Right, the quantity of such Capacity Right as calculated in § 2.5 of the main body of these GT&C. Available Capacity Rights are always Firm Capacity Rights.

**"Booked"** Injection Capacity, Working Gas Volume, Withdrawal Capacity or Capacity Rights means in respect of a Storage User's Capacity Right the sum of (a) the quantity forming part of the Storage User's Booked SBUs, plus (b) the quantity of the Booked Unbundled Capacity Rights. Booked Capacity Rights are always Firm Capacity Rights.

**"Booked SBU"** means an SBU which a Storage User has (a) booked with EKB or (b) acquired by means of a Capacity Assignment and, in either case, not disposed of by means of a Capacity Assignment.

**"Booked Unbundled"** Injection Capacity, Working Gas Volume, Withdrawal Capacity or Capacity Rights are Firm Capacity Rights which are not part of SBUs, being in respect of each such Storage User's Capacity Right (a) the quantity it has booked with EKB plus (b) the quantity it has acquired by means of a Capacity Assignment; less (c) the quantity it has disposed of by means of a Capacity Assignment.



**"Business Day"** means a day other than Saturday and Sunday on which commercial banks in Bremen are open for general business and foreign exchange markets settlement.

**"Capacity Assignment"** means an assignment of Booked Unbundled Capacity Rights or Booked SBUs from a Storage User to another Storage User in accordance with § 16 of the main body of these GT&C.

**"Capacity Fees"** means Firm Capacity Fees and the Interruptible Capacity Fees.

**"Capacity Rights"** means SBUs, Injection Capacity, Withdrawal Capacity and Working Gas Volume and shall include Firm Capacity Rights and Interruptible Capacity Rights. A **"Capacity Right"** means any of them.

**"Capacity Rights Account"** means an account which is maintained by EKB for each Storage User. It is accessible via the Storage Website. It contains general information about the Storage Facility and individual information for the relevant Storage User, in particular, those referred to in § 12.2 of the main body of these GT&C. Such individual information is confidential and only accessible by the relevant Storage User.

**"Capacity Transfer"** means a transfer of Capacity Rights in accordance with § 15 of the main body of these GT&C.

**"Confidential Information"** shall have the meaning given to it in § 27 of the main body of these GT&C.

**"Confirmed Firm Nomination"** and **"Confirmed Interruptible Nomination"** shall have the meanings set out in Section II.6 of GT&C Appendix II.

**"Confirmed Nomination"** shall mean either a Confirmed Firm Nomination or Confirmed Interruptible Nomination.

**"Confirmed Firm Renomination"** and **"Confirmed Interruptible Renomination"** shall have the meanings set out in Section III.8 of GT&C Appendix II.

**"Confirmed Renomination"** shall mean either a Confirmed Firm Renomination or Confirmed Interruptible Renomination.

"**Connection Point**" shall be a point at which the Storage Facility is connected to an Adjacent Network as set out in GT&C Appendix III and "**Connection Points**" shall mean more than one of them.

"**Constraint**" shall have the meaning given to it in Section V.3 of GT&C Appendix II.

"**Credit Rating**" means in respect of an Entity, the senior, unsecured long term debt rating (unsupported by third party credit enhancement) of such Entity.

"**Credit Support**" means a bank guarantee or a standby letter of credit, issued by a bank reasonably acceptable to EKB that has a Credit Rating of at least A- (Standard & Poor's or any successor agency) and A3 (Moody's or any successor agency) or a parent company guarantee from an Entity that has a Credit Rating of at least BBB+ (Standard & Poor's or any successor agency) and Baa1 (Moody's or any successor agency).

"**Credit Support Provider**" means any Entity that provides any Credit Support on behalf of a Storage User from time to time.

"**D-1**" means the Gas Day preceding a Gas Day.

"**D+2**" means the Gas Day immediately following the next Gas Day.

"**DISC Fee**" means the annual fee payable by a Storage User in consideration for the DISC Service as defined in GT&C Appendix IV.

"**DISC Service**" means "**Day Ahead Improvement of Storage Curve Service**" as further described in Part C of GT&C Appendix IV.

"**DISC Shortfall**" shall have the meaning given to it in Part C of GT&C Appendix IV.

"**EKB**" means Etzel-Kavernenbetriebsgesellschaft mbH & Co. KG, registered in the commercial register of the local court Bremen under HRA 26458 with business address at Konsul-Smidt-Straße 14, 28217 Bremen.

"**Emergencies**" shall mean events or circumstances that pose an immediate risk to persons, property or the environment, including immediate risks to the integrity of the Storage Facility.

"**Entity**" means an individual, government or state or division thereof, government or state agency, corporation, partnership or such other entity as the context may require.

"**EURIBOR**" in relation to any period in respect of which an interest rate is to be determined means the percentage rate per annum which is determined by the Federal Bank of the European Union for deposits in Euro for a period of one (1) month which appears on the Reuters page EURIBOR01 (or such other page that may replace it) at or about 11:00 a.m. (CET) on the day of determination for such period.

"**Extension**" means works in connection with the expansion or enlargement of the Storage Facility or with the connection of the Storage Facility to further Adjacent Networks.

"**Firm**" means a Capacity Right that is not an Interruptible Capacity Right.

"**Firm Capacity Fee**" means the fees payable by the Storage User for Booked SBUs and Booked Unbundled Capacity Rights (including for Short Term Capacity Rights), calculated by multiplying the relevant Booked quantity with the relevant Unit Tariff.

"**Firm Nomination**" means a notification made by a Storage User to EKB to utilize Firm Capacity Rights in an Hour, at a Connection Point and for a Shipper Code in accordance with GT&C Appendix II.

"**Firm Renominations**" shall have the meaning given to it in Section II.10 of GT&C Appendix II and "**Firm Renomination**" shall be construed accordingly.

"**Flange**" means a physical connection between the Storage Facility and one or more Adjacent Networks as set out in GT&C Appendix III. There may be one or more Connection Points at each Flange.

"**Forecast Working Gas Balance**" shall be EKB's forecast of a Storage User's Working Gas Balance for the start of any Hour in the Gas Day. EKB will calculate the Forecast Working Gas Balance taking into account (a) the Storage User's Working Gas Balance at the start of D-1, (b) any Allocated Quantities already allocated to the Storage User in ac-

cordance with GT&C Appendix V for D-1 or the Gas Day, (c) for calculations carried out after 1200 hours on D-1 any Gas Transfer that is effective as of the start of the Gas Day, (d) for calculations carried out after 1200 hours on the Gas Day any Gas Transfer that will become effective on the following Gas Day and (e) the last Accepted Nominations or Accepted Renominations and in process Confirmed Nominations and Confirmed Renominations of the Storage User for the Hours before the relevant Hour.

**"Force Majeure"** means any occurrence or a combination of occurrences beyond the control of a Party to a Storage Service Agreement resulting in or causing a failure or a delay by such a Party to fulfil, wholly or partly, its obligations under such Storage Service Agreement, provided that such occurrence could not reasonably with appropriate technical or economic effort have been avoided or overcome by the Party claiming Force Majeure acting as a Reasonable and Prudent Operator.

**"Form of Agreement"** or **"FoA"** means the individual agreement between EKB and a Storage User that together with these GT&C (including the GT&C Appendices) form the Storage User's Storage Service Agreement.

**"Gas Day"** means the time from 0600 hours on a calendar day to 0600 hours on the following calendar day.

**"Gas Transfer"** means a transfer of Working Gas in accordance with § 18 of the main body of these GT&C.

**"Gas Year"** means the period between 1 October, 0600 hours of one calendar year and 1 October, 0600 hours of the following calendar year.

**"General Allocation Rule"** shall have the meaning given to it in GT&C Appendix V.

**"General Terms and Conditions"** or **"GT&C"** means the General Terms and Conditions issued by EKB for the usage of the Storage Facility as published on the Storage Website from time to time.

**"Gross Calorific Value"** means the number of kWh produced by the complete combustion at an absolute pressure of one decimal zero one three two five (1.01325) Bar of one cubic metre of natural gas at twenty five (25) degrees Celsius and with excess air at the same temperature and pressure as the natural gas when the products of combustion are cooled to twenty five (25) degrees Celsius when the water formed by combustion is condensed to a

liquid state and the products of combustion contain the same total mass of water vapour as the natural gas and air before combustion.

**"GT&C Appendix"** means an appendix to these GT&C.

**"GTS"** means Gas Transport Services BV, trade register no. 02084889, business address at Concourslaan 17, 9727 KC Groningen (Netherlands) and its successors.

**"GTS Flange"** means the flange at which the GTS System meets the Storage Facility at Oude.

**"GTS System"** means the high pressure natural gas transmission system operated as at the date of Version 1.0 of the main body of these GT&C by GTS in the Netherlands.

**"GUD NETRA System"** means that part of the NETRA Pipeline that as at the date of Version 1.0 of the main body of these GT&C forms part of the natural gas transportation system operated by Gasunie Deutschland Transport Services GmbH as Adjacent Network Operator in Germany.

**"Hour"** means a period of 60 minutes starting from any full hour of a day and **"Hourly"** shall be construed accordingly.

**"Injection Capacity"** means the right to inject natural gas into the Storage Facility at a certain rate and shall include Firm Injection Capacity and Interruptible Injection Capacity.

**"Injection Curve"** means a curve that determines the Useable Injection Capacity of a Storage User as referred to in Part B of GT&C Appendix IV.

**"Injection Sum"** shall have the meaning given to it in GT&C Appendix V.

**"Interruptible"** means a Capacity Right that can be interrupted by EKB from time to time.

**"Interruptible Capacity Fee"** means the fees payable by the Storage User for the use of Interruptible Capacity Rights, calculated by multiplying the quantity of the Interruptible Capacity Rights actually used by the Storage User with the relevant Unit Tariff.

**"Interruptible Nomination"** means a notification made by a Storage User to EKB to utilize Interruptible Capacity Rights in an Hour, at a Connection Point and for a Shipper Code in accordance with GT&C Appendix II.

**"Interruptible Renominations"** shall have the meaning given to it in Section II.10 of GT&C Appendix II and "Interruptible Renomination" shall be construed accordingly.

**"Jordgas NETRA System"** means that part of the NETRA Pipeline that as at the date of Version 1.0 of the main body of these GT&C forms part of the natural gas transportation system operated by jordgasTransport GmbH as Adjacent Network Operator in Germany.

**"Joule"** shall have the meaning set out in ISO 1000 - 1992 (E) and **"Gigajoule"** shall mean 1,000,000,000 Joules.

**"Line Reversal"** means for a Flange (and all the Connection Points at such Flange) any Hour in which the anticipated Physical Flow of natural gas based on Storage Users' aggregate Nominations and Renominations is for injection into the Storage Facility whereas in the preceding Hour such anticipated Physical Flow of natural gas is for withdrawal from the Storage Facility or vice versa.

**"Lost Working Gas"** shall have the meaning given to it in § 12.6 of the main body of these GT&C.

**"Maintenance"** shall mean maintenance and repair work, whether planned or unplanned of the Storage Facility.

**"Maximum Working Gas Volume"** means the sum of (a) a Storage User's Useable Working Gas Volume plus (b) any Interruptible Working Gas Volume that EKB has made available to the Storage User at the relevant time in accordance with GT&C Appendix II.

**"Metered Quantity"** means the measured energy content of the metered Physical Flow of natural gas injected into or withdrawn from the Storage Facility at the relevant Flange.

**"Minimum Filling Level"** and **"Minimum Filling Levels"** shall have the meaning given to it in GT&C Appendix VI.

"**Month**" means a period starting at 0600 hours on the first day of a calendar month and ending at 0600 hours on the first day of the next calendar month and "**Monthly**" shall be construed accordingly.

"**Monthly Firm Capacity Fee**" means the aggregate Firm Capacity Fees payable by the Storage User for the Month in question for the relevant Booked Capacity Right.

"**MWh**" means three point six (3.6) Gigajoules, a "**kWh**" means 0.001 MWh and a "**GWh**" means 1,000 MWh.

"**NETRA**" means NETRA GmbH Norddeutsche Erdgas Transversale & Co. KG, local court Cloppenburg, trade register no. HRA 150471, business address at Husumer Str. 37, 49685 Schneiderkrug (Germany) and its successors.

"**NETRA Flange**" means the flange at which the NETRA Pipeline meets the Storage Facility at Etzel.

"**NETRA Pipeline**" means the NETRA natural gas pipeline in Germany owned at the date of Version 1.0 of the main body of these GT&C by NETRA.

"**Nominated Physical Flow Direction**" means the intended direction of the physical flow of natural gas at a Flange in an Hour based on the latest aggregate, net Accepted Nominations and Accepted Renominations of all Storage Users (provided that for the purposes of Section 3.7 of GT&C Appendix V the Nominated Physical Flow Direction shall be deemed to be the same as the direction of the Physical Flow).

"**Nomination**" means either a Firm Nomination or an Interruptible Nomination. "**Nominate**" and "**Nominated**" shall be construed accordingly.

"**Nomination Form**" means a form provided by EKB on the Capacity Rights Account which may be used by the Storage Users to submit Nominations or Renominations to EKB.

"**Off Spec Gas**" means natural gas that does not comply with the requirements for gas quality, temperature and pressure set out in Part A of GT&C Appendix IV.

"**Off Spec Gas Event**" shall have the meaning given to it in § 9.3 of the main body of these GT&C.

"**OGE NETRA System**" means that part of the NETRA Pipeline that as at the date of Version 1.0 of the main body of these GT&C forms part of the natural gas transportation system operated by Open Grid Europe GmbH as Adjacent Network Operator in Germany.

"**Operational Fees**" means the fees payable by the Storage User as compensation for costs incurred by EKB due to the injection and withdrawal of natural gas by the Storage User into and from the Storage Facility. The Operational Fees are calculated on the basis of the tariff set out in GT&C Appendix III.

"**Operational Flow Order**" means a request from EKB to a Storage User to inject into or withdraw from the Storage Facility a certain amount of natural gas in the event of Emergencies.

"**Overrun Charge**" means a charge payable by a Storage User for having a Working Gas Balance below zero (0) or exceeding its Maximum Working Gas Volume. The amounts of such Overrun Charges are set out in GT&C Appendix III.

"**Parties**" means in respect of each Storage Service Agreement, EKB and the Storage User and "**Party**" shall mean either of them.

"**Physical Flow**" means the physical flow of natural gas at a Flange.

"**Planned Maintenance**" means Maintenance of the Storage Facility which is scheduled by EKB and notified to Storage Users in accordance with § 21 of the main body of these GT&C.

"**Quantity To Be Allocated**" shall have the meanings given to it in GT&C Appendix V.

"**Quarter**" means a period of three (3) Months starting on 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October and 1<sup>st</sup> January respectively.

"**Ramp Hour**" means for a Flange (and all Connection Points at such Flange) any Hour which is not subject to a Line Reversal but during which the aggregate net Nominations and Renominations of all Storage Users would result in such an increase or decrease in the rate of flow of natural gas into or out of the Storage Facility (as applicable) that all such Nominations and Renominations cannot be handled at such Flange.



**"Reasonable and Prudent Operator"** means an Entity fulfilling its obligations with that degree of diligence, skill, prudence and foresight as reasonably and ordinarily exercised by experienced operators engaged in the same line of business under the same or similar circumstances and conditions and in accordance with good operating practice.

**"Recompression Phase"** shall have the meaning given to it in GT&C Appendix II.

**"Reference Gas Price (Mid)"** means the average of: (a) the mid point bid/offer day ahead price or the weekend price (as applicable) for natural gas at the TTF virtual point in EUR/MWh; and (b) the mid point bid/offer day ahead price or the weekend price (as applicable) for natural gas at the GASPOOL virtual point, both as published in ICIS Heren Spot Gas Markets under the headings "TTF Price Assessment" and "Gaspool Price Assessment" respectively for the relevant Gas Day. If either the TTF or GASPOOL virtual points are replaced or merged with other trading points the references above to TTF or GASPOOL virtual points and their applicable prices shall be read as references to such replacement or merged trading points and prices. If ICIS Heren ceases to publish the prices needed for the publication of the Reference Gas Price (Mid), EKB shall amend this definition to refer to comparable natural gas prices.

**"Reference Gas Price (High)"** means the day ahead price or the weekend price (as applicable) for natural gas, being the higher of the mid point of the bid and offer prices in EUR/MWh for the TTF and GASPOOL virtual points as published in ICIS Heren Spot Gas Markets under the headings "TTF Price Assessment" and "Gaspool Price Assessment" respectively for the relevant Gas Day. If either the TTF or GASPOOL virtual points are replaced or merged with other trading points the references above to TTF or GASPOOL virtual points and their applicable prices shall be read as references to such replacement or merged trading points and prices. If ICIS Heren ceases to publish the prices needed for the calculation of the Reference Gas Price (High), EKB shall amend this definition to refer to comparable natural gas prices.

**"Registration Fee"** means the one-time fee set out in GT&C Appendix III for the registration of a Storage User in EKB's IT system.

**"Removed Capacity Rights"** shall have the meaning given to it in GT&C Appendix VI.

**"Renomination"** means either a Firm Renomination or an Interruptible Renomination and **"Renominate"** and **"Renominated"** shall be construed accordingly.

**"Renomination Submission Period"** means a period of thirty (30) minutes starting at the beginning of an Hour and thirty (30) minutes respectively past each Hour.

**"Shipper Code"** means a shipper or other identification code for the Adjacent Network at the Connection Point against which natural gas to be injected into or withdrawn from the Storage Facility in the Hour shall be matched by EKB with the Adjacent Network Operator.

**"Short Term Capacity Rights"** means Firm Capacity Rights (including SBUs) which are booked with EKB for less than twelve (12) months and the term **"Short Term"** shall be construed accordingly. Capacity Rights shall not be regarded as Short Term Capacity Rights:

- (a) in case of a Capacity Assignment for less than twelve (12) months if the assigned Capacity Rights were booked by the original holder of the Booked Capacity Rights for more than twelve (12) months;
- (b) in case of an early termination of a Storage Service Agreement in accordance with § 24 of the main body of these GT&C if the Storage User had booked the Capacity Rights for more than twelve (12) months; or
- (c) in case Capacity Rights are acquired by a Transferee in accordance with § 15 of the main body of these GT&C if the original holder of the Booked Capacity Rights had booked the Capacity Rights for more than twelve (12) months.

**"SBU"** and **"Standard Bundled Unit"** means a combination of Firm Working Gas Volume, Firm Injection Capacity and Firm Withdrawal Capacity in the ratio and quantities set out in GT&C Appendix III.

**"Standard Gross Calorific Value"** means 11.3 kWh per cubic metre and is subject to adjustment in accordance with § 10.2 of the main body of these GT&C.

**"Storage Adjustment Factor"** means the storage adjustment factor for a Storage Year published in the general section of the Capacity Rights Accounts from time to time.

**"Storage Facility"** means the caverns leased by EKB in Etzel that are operational and offered by EKB to the Storage Users for the storage of natural gas at any given time and all installations necessary for EKB to provide the Storage Services from and to the Connection Points.

"**Storage Facility Availability**" shall be the maximum aggregate Firm Working Gas Volume that can be booked at the relevant time by all Storage Users from EKB in the Storage Facility.

"**Storage Services**" means Capacity Rights and System Services.

"**Storage Service Agreement**" means an agreement for the provision of Storage Services by EKB incorporating these General Terms and Conditions (as amended from time to time).

"**Storage User**" means, subject to § 29.4 of the main body of these GT&C, any Entity that has entered into a Storage Service Agreement with EKB or has been assigned a Storage Service Agreement.

"**Storage Website**" means EKB's website accessible by the general public via the internet under [www.ekb-storage.de](http://www.ekb-storage.de).

"**Storage Year**" means the period between 1 April, 0600 hours of one calendar year and 1 April, 0600 hours of the following calendar year.

"**Successor**" means an Entity that intends to become or becomes a party to a Storage Service Agreement by way of an assignment in accordance with § 17 of the main body of these GT&C.

"**Surplus Injection Capacity**" shall have the meaning given to it in Part C of GT&C Appendix IV.

"**Surplus Withdrawal Capacity**" shall have the meaning given to it in Part C of GT&C Appendix IV.

"**System Fee**" means the fixed fee for System Services set out in GT&C Appendix III.

"**System Services**" means all services associated with the provision of Capacity Rights, in particular but not limited to, receiving and checking Nominations and Renominations, maintaining the Capacity Rights Account and invoicing.

**"Transferred Booked Capacity Rights"** means Capacity Rights that are the subject of a Capacity Transfer and are derived directly from the Transferor's Booked Capacity Rights.

**"Transferee"** means a Storage User that is the recipient or intended recipient of Capacity Rights under a Capacity Transfer.

**"Transferor"** means a Storage User that is transferring or has transferred Capacity Rights to another Storage User under a Capacity Transfer.

**"Unit Tariff"** means each of the tariffs payable per Booked SBU, per of MWh/h Booked Unbundled Injection Capacity, per MWh/h of Booked Unbundled Withdrawal Capacity and per GWh of Booked Unbundled Working Gas Volume as set out in the relevant Form of Agreement and adjusted in accordance with GT&C Appendix III, the tariffs payable for Interruptible Capacity Rights as set out in GT&C Appendix III and the tariffs payable for Short Term Capacity Rights as agreed with EKB.

**"Unplanned Events"** means Force Majeure, Off Spec Gas, Unplanned Maintenance, any reduction of Useable Injection Capacity during a Recompression Phase and Emergencies.

**"Unplanned Maintenance"** means Maintenance of the Storage Facility that is not Planned Maintenance.

**"Useable"** Injection Capacity, Withdrawal Capacity, Working Gas Volume or Capacity Rights means the quantity of the relevant Capacity Right of a Storage User as calculated in §§ 2.6, 2.7 and 2.8 of the main body of these GT&C. Useable Capacity Rights are always Firm Capacity Rights.

**"Week"** means a period commencing at 0600 hours on a Monday in one week and ending at 0600 hours on the following Monday and **"Weekly"** shall be construed accordingly.

**"Weekly Nomination"** means Nominations made by a Storage Users for each Hour in the relevant Week in accordance with Section I.4 of GT&C Appendix II.

**"Weekly Nomination Form"** means the form provided by EKB on the Capacity Rights Account on which Storage Users may submit Weekly Nominations to EKB.

**"Withdrawal Capacity"** means the right to withdraw natural gas from the Storage Facility at a certain rate and shall include Firm Withdrawal Capacity and Interruptible Withdrawal Capacity.

**"Withdrawal Curve"** means a curve that determines the Useable Withdrawal Capacity of a Storage User as referred to in Part B of GT&C Appendix IV.

**"Withdrawal Sum"** shall have the meaning given to it in GT&C Appendix V.

**"Working Gas"** means natural gas held at any time by a Storage User in the Storage Facility.

**"Working Gas Balance"** means the total energy quantity of Working Gas held by a Storage User in the Storage Facility at any time.

**"Working Gas Volume"** means the right to store a certain quantity of natural gas in the Storage Facility.

## **GT&C Appendix II: Nomination and Renomination**

**Version 2.0**

**Dated 1 January 2016**

### **I. Nomination Procedures**

I.1 Each Storage User shall submit its Nominations and Renominations to EKB or any dispatching agent nominated by EKB by means of its Capacity Rights Account.

I.2 If a Storage User wishes to inject or withdraw natural gas into or from the Storage Facility in any Hour in a Gas Day, it shall make a Nomination to EKB. A separate Nomination shall be made for each Hour in the Gas Day, each Shipper Code and each Connection Point and shall show the quantity to be injected or withdrawn in each such Hour. Nominations shall be submitted on Nomination Forms or via Edig@s messages. A Nomination Form or Edig@s message must contain a Nomination for each Hour in the Gas Day that includes the following information:

- Identification of Storage User
- Connection Point
- Whether natural gas is to be injected into or withdrawn from the Storage Facility
- Gas Day for which it applies
- The quantity of natural gas in kWh (including, if applicable, zero)
- Whether it is a Firm Nomination or an Interruptible Nomination
- The Shipper Code.

A Storage User may make Firm Nominations and Interruptible Nominations for each Connection Point for any Hour. A Storage User may make Nominations to inject natural gas during certain Hours in a Gas Day at a Connection Point and withdraw natural gas in other Hours in the same Gas Day at the same Connection Point.

I.3 For the Gas Day on which the change from CET to CEST occurs a Storage User shall Nominate twenty-three (23) consecutive Hourly values. For the Gas Day on which

## GT&C Appendix II – Nomination and Renomination

the change from CEST to CET occurs a Storage User shall Nominate twenty-five (25) consecutive Hourly values.

- I.4 Firm Nominations made by a Storage User in respect of any Hour for the injection of natural gas must in aggregate be equal to or less than its Useable Injection Capacity for the relevant Hour and for the withdrawal of natural gas must in aggregate be equal to or less than its Useable Withdrawal Capacity for the relevant Hour. A Storage User that wishes to inject an aggregate quantity of natural gas in any Hour that is greater than its Useable Injection Capacity for such Hour or withdraw an aggregate quantity of natural gas in any Hour that is greater than its Useable Withdrawal Capacity for such Hour may make one or more Interruptible Nominations for such Hour. A Storage User may submit Weekly Nominations up until Thursday, 1400 hours for the following Week. A Weekly Nomination shall be made on an Hourly basis for each Connection Point and each Shipper Code in the next Week and shall be made on a Weekly Nomination Form or by Edig@s and must contain the information specified in Section I.2.
- I.5 EKB shall notify each Storage User by means of the Storage User's Capacity Rights Account by no later than 0900 hours on D-1 of the following for each Gas Day:
- (i) the Storage User's Booked, Available and Useable Injection Capacity and Booked, Available and Useable Withdrawal Capacity for each Hour in the Gas Day; and
  - (ii) the Storage User's Booked, Available and Useable Working Gas Volume at the start of the Gas Day and any Interruptible Working Gas Volume already allocated to the Storage User in accordance with Section IV.

For the purposes of applying the Injection Curve or Withdrawal Curve to calculate, respectively, the Useable Injection Capacity and Useable Withdrawal Capacity, EKB's notification to a Storage User at 0900 hours on D-1 of its Useable Injection Capacity and Useable Withdrawal Capacity for each Hour in a Gas Day shall be based on its Forecast Working Gas Balance for the start of the Gas Day. As a result of Renominations of the Storage User for the remaining Hours in D-1 or Gas Transfers being accepted by EKB, the Forecast Working Gas Balance for the start of the Gas Day and, consequently, the Useable Injection Capacity and Useable Withdrawal Capacity for the Hours in the Gas Day may change after 0900 hours on D-1. EKB

will, on an ongoing basis until (but not after) 0600 hours on the Gas Day, take into account any such changes and notify the Storage User by means of the Storage User's Capacity Rights Account of any revised Useable Injection Capacity or Useable Withdrawal Capacity for the Hours in the Gas Day. If in such case the Storage User has received Accepted Nominations or Accepted Renominations for any Hours in the Gas Day, Section V.2 shall apply accordingly.

- I.6 A Storage User shall submit its Nominations for each Gas Day before 1300 hours on D-1. In the event that a Nomination for a Gas Day and a Connection Point is not submitted by a Storage User by 1300 hours on D-1, the Firm Nomination and any Interruptible Nomination for each Hour in such Gas Day and such Connection Point and Shipper Code shall be deemed to be the same as the Firm Nomination and any Interruptible Nomination for each Hour in such Gas Day and such Connection Point and Shipper Code made by the Storage User in any applicable Weekly Nomination. In the absence of a Weekly Nomination and a D-1 Nomination for an Hour and a Connection Point, the Firm Nomination and Interruptible Nomination for such Hour and Connection Point shall each be deemed to be zero (0). A Storage User may update any Nominations already submitted to EKB and submit further Nominations provided it does so by no later than 1500 hours on D-1 but EKB shall take no action in respect of Nominations or changes to Nominations received by it after 1300 hours on D-1 until after 1500 hours on D-1 when it shall take the actions specified in Section II.8. A Storage User shall not submit its Nominations earlier than fourteen (14) days in advance of the relevant Gas Day.
- I.7 A Nomination which does not contain the information specified in Section I.2 shall not be deemed to have been a valid Nomination submitted to EKB.

## **II. EKB Checking Procedures**

- II.1 By no later than 1330 hours on D-1, EKB shall have carried out checking procedures in respect of each Nomination received by it before 1300 hours on D-1 in accordance with this Section II.
- II.2 EKB will carry out the following individual checks in respect of each Storage User's Nominations for each Hour in the Gas Day:



## GT&C Appendix II – Nomination and Renomination

- (a) compare each Storage User's aggregate Firm Nominations for the injection and withdrawal of natural gas, respectively, at all Connection Points for each Hour in the Gas Day with the Storage User's Useable Injection Capacity and Useable Withdrawal Capacity for that Hour; and
- (b) compare each Storage User's aggregate Interruptible Nominations for the injection and withdrawal of natural gas, respectively, at each Flange for each Hour in the Gas Day with the amount of Interruptible Injection Capacity and Interruptible Withdrawal Capacity available to the Storage User in such Hour at such Flange, both as calculated in accordance with Section IV; and
- (c) check for each Hour the effect of the Storage User's aggregate Nominations at all Connection Points (such Nominations being first adjusted in accordance with Section II.3 if required) on (i) the Storage User's Forecast Working Gas Balance for the Hour; and (ii) the Storage User's Useable Working Gas Volume less its Forecast Working Gas Balance for such Hour.

II.3 If a Storage User makes Firm Nominations for the injection of natural gas in any Hour for an aggregate quantity that exceeds its Useable Injection Capacity for such Hour, EKB shall reduce all Firm Nominations for the injection of natural gas of the Storage User pro rata so that the aggregate of all such Firm Nominations is equal to the Storage User's Useable Injection Capacity for the Hour. If a Storage User's aggregate Interruptible Nominations for the injection of natural gas in any Hour at any Flange exceed the amount of Interruptible Injection Capacity available to such Storage User at such Flange, as calculated in accordance with Section IV, EKB shall allocate the available Interruptible Injection Capacity between each Connection Point at the relevant Flange pro rata to the Interruptible Nominations for the injection of natural gas of the Storage User and shall reduce such Interruptible Nominations accordingly. EKB shall apply the same processes set out above in respect of a Storage User's Nominations for the withdrawal of natural gas in any Hour.

II.4 If a Storage User makes aggregate Nominations for any Hour (such Nominations being first adjusted in accordance with Section II.3 if required) that would result in (a) it withdrawing at any Connection Point more than its Forecast Working Gas Balance or (b) its Forecast Working Gas Balance falling below zero (0) or (c) its Working Gas Balance exceeding its Maximum Working Gas Volume, then EKB shall as necessary to prevent such events first reduce all Interruptible Nominations of the Storage User

## GT&C Appendix II – Nomination and Renomination

for injection or withdrawal, as applicable, pro rata to such Interruptible Nominations (if necessary to zero (0)) and if this is not sufficient, reduce all Firm Nominations of the Storage User for injection or withdrawal, as applicable, pro rata to such Firm Nominations (if necessary to zero (0)).

- II.5 Once it has carried out the individual checks in accordance with Sections II.2 to II.4, EKB shall make any adjustments to Storage User's Nominations required by Section V.
- II.6 EKB shall, taking into account all adjustments and reductions required in accordance with Sections II.2 to II.5, notify each Storage User by means of its Capacity Rights Account by no later than 1330 hours on D-1 of its "**Confirmed Firm Nomination**" and, if applicable, its "**Confirmed Interruptible Nomination**" for each Hour in the Gas Day for each Connection Point and each Shipper Code.
- II.7 After 1500 hours on D-1, EKB will apply the checking and adjustment procedures set out in Sections II.2 to II.5 to all Nominations that are received by it or updated between 1300 hours and 1500 hours on D-1 together with all Confirmed Nominations that have not been changed by updated Nominations. EKB will notify all Storage Users by means of their Capacity Rights Accounts of the result of such process and of any revised Confirmed Firm Nominations and Confirmed Interruptible Nominations.
- II.8 Each Storage User acknowledges that after 1500 hours on D-1 a matching process will take place between EKB and each Adjacent Network Operator in accordance with the rules of such Adjacent Network Operator (the timing of which may differ from Adjacent Network Operator to Adjacent Network Operator) in respect of the nominations made by or on behalf of the Storage User to the Adjacent Network Operator for each Hour in the Gas Day and the Confirmed Nominations. Each Storage User further acknowledges that as a result of such matching process its Confirmed Nominations for an Hour, a Connection Point and a Shipper Code may be rejected or reduced due to the application of the Adjacent Network Operator's rules, including any "lesser" type rules. If in such a case a Storage User has a Confirmed Firm Nomination and a Confirmed Interruptible Nomination for a Connection Point, EKB shall reduce the Confirmed Interruptible Nomination (where necessary to zero (0)) before reducing the Confirmed Firm Nomination.

## GT&C Appendix II – Nomination and Renomination

- II.9 As soon as the matching process has been completed, EKB shall by means of the Capacity Rights Account either: (a) notify the Storage User of any revised Confirmed Firm Nominations or Confirmed Interruptible Nominations or (b) confirm to the Storage User that the matching process has not resulted in a change to its Confirmed Firm Nominations or Confirmed Interruptible Nominations. The quantities so notified by EKB shall be the "**Accepted Firm Nomination**" and "**Accepted Interruptible Nomination**" for each Hour in the Gas Day, the Connection Point and the Shipper Code.
- II.10 All Firm Nominations or Interruptible Nominations received after 1500 hours on D-1 for any Hour in the next Gas Day shall be deemed to be "**Firm Renominations**" or "**Interruptible Renominations**" if the information for any Hour at any Connection Point and for any Shipper Code is different from the information set out in the last applicable Accepted Nomination, Accepted Renomination, Confirmed Nomination or Confirmed Renomination.

### III. Renominations

- III.1 Renominations may only be made in accordance with the lead time for the relevant Connection Point as published on the Storage Website. EKB shall notify the Storage Users of any changes to the lead time for Renominations at a Connection Point made by an Adjacent Network Operator.
- III.2 EKB will only process the last Firm Renomination and the last Interruptible Renomination for each Hour, Connection Point and Shipper Code received from a Storage User within a Renomination Submission Period after the end of the relevant Renomination Submission Period. A Storage User may Renominate to EKB at any time after 1500 hours on D-1. The Storage Users acknowledge that EKB will use reasonable endeavours as soon as possible to reduce the Renomination Submission Periods to fifteen (15) minutes starting on the Hour and 15 minutes, 30 minutes and 45 minutes after the Hour respectively.
- III.3 Firm Renominations made by a Storage User must not cause the Storage User to exceed its Useable Injection Capacity or Useable Withdrawal Capacity, as applicable, for the relevant Hour. A Storage User that wishes to use more than its Useable Injec-

tion Capacity or Useable Withdrawal Capacity in any Hour may make one or more Interruptible Renominations for such Hour.

- III.4 EKB shall after the end of each Renomination Submission Period carry out the same individual checks as are set out in Section II.2 for Nominations in respect of all Renominations (such Renominations being first adjusted in accordance with Section III.5 if required) made in such Renomination Submission Period by a Storage User taking into account the last Accepted Nominations and Accepted Renominations for each Hour that have not been changed by the Renominations.
- III.5 If in a Renomination Submission Period a Storage User makes Firm Renominations for the injection of natural gas for any Hour for an aggregate quantity that would cause it to exceed its Useable Injection Capacity for such Hour, EKB shall reduce all such Firm Renominations pro rata to such extent that the Storage User no longer exceeds its Useable Injection Capacity for the Hour. If in a Renomination Submission Period a Storage User makes Interruptible Renominations for injection for any Hour, EKB shall: (a) take the amount of Interruptible Injection Capacity available to such Storage User at each Flange for such Hour calculated in accordance with Section IV; (b) if necessary, allocate such Interruptible Injection Capacity between each Connection Point at each Flange for which the Storage User has made an Interruptible Renomination in the Renomination Submission Period pro rata to such Interruptible Renominations; and (c) if necessary, reduce all such Interruptible Renominations to equal to the amount of Interruptible Injection Capacity available to the Storage User at the relevant Connection Point. EKB shall apply the same processes set out above in respect of a Storage User's Renominations for the withdrawal of natural gas in any Hour.
- III.6 If in a Renomination Submission Period a Storage User makes aggregate Renominations for any Hour in the Gas Day (such Renominations being first adjusted in accordance with Section III.5 if required) that would result in it (a) withdrawing more than its Forecast Working Gas Balance at any Connection Point or (b) its Forecast Working Gas Balance falling below zero (0) or (c) its Working Gas Balance exceeding its Maximum Working Gas Volume, then EKB shall as necessary to prevent such events occurring for such Renominations apply the same principles (*mutatis mutandis*) as set out in paragraph II.4 for Nominations.

- III.7 Once it has carried out the individual checks and made any necessary adjustments in accordance with Sections III.4 to III.6, EKB shall in respect of the aggregate of all Storage Users' last Accepted Nominations, Accepted Renominations and Renominations made in the same Renomination Submission Period make any adjustments to the Storage Users' Accepted Nominations, previously Accepted Renominations and Renominations required by Section V.
- III.8 No later than fifteen minutes after the applicable Renomination Submission Period, EKB shall inform the Storage User by means of its Capacity Rights Account of its "**Confirmed Firm Renomination**" and, if applicable, its "**Confirmed Interruptible Renomination**" for such Hour and each Connection Point and each Shipper Code for which it has Renominated taking into account any adjustments and reductions required by Sections III.5 to III.7.
- III.9 Each Storage User acknowledges that a matching process will take place between EKB and each relevant Adjacent Network Operator in accordance with the rules of such Adjacent Network Operator (the timing of which may differ from Adjacent Network Operator to Adjacent Network Operator) in respect of the renominations made by or on behalf of the Storage User to the Adjacent Network Operator and the Confirmed Renominations. Each Storage User further acknowledges that as a result of such matching process its Confirmed Renominations for an Hour, a Connection Point and a Shipper Code may be rejected or changed due to the Adjacent Network Operator's rules including the application of any "lesser" type rule. If in such a case a Storage User has a Confirmed Firm Renomination and a Confirmed Interruptible Renomination for a Connection Point, EKB shall, if necessary, reduce the Confirmed Interruptible Renomination (where necessary by reducing to zero (0)) before reducing the Confirmed Firm Renomination.
- III.10 As soon as the matching process has been completed, EKB shall by means of a Storage User's Capacity Rights Account either: (a) notify the Storage User of any revised Confirmed Firm Renominations or Confirmed Interruptible Renominations or (b) confirm to the Storage User that the matching process has not resulted in a change of its Confirmed Firm Renominations or Confirmed Interruptible Renominations. The quantities so notified by EKB shall be the "**Accepted Firm Renomination**" and "**Accepted Interruptible Renomination**" for the Hour, the Connection Point and the Shipper Code. Any such Accepted Firm Renomination shall replace any Accepted

Firm Nomination or previously Accepted Firm Renomination for the Storage User, such Hour, such Connection Point and such Shipper Code. Any such Accepted Interruptible Renomination shall replace any Accepted Interruptible Nomination or previously Accepted Interruptible Renomination for the Storage User, such Hour, such Connection Point and such Shipper Code. If a Renomination is rejected by either EKB or the Adjacent Network Operator, the Accepted Firm Nomination or Accepted Interruptible Nomination or any previously Accepted Firm Renomination or Accepted Interruptible Renomination for such Hour, such Connection Point and such Shipper Code shall remain in force.

III.11 A Renomination which does not contain the information specified in Section I.2 for Nominations shall not be deemed to have been a valid Renomination submitted to EKB.

#### **IV. Interruptible Capacity Rights**

IV.1 EKB shall calculate in accordance with this Section IV for each Hour in the Gas Day the Aggregate Interruptible Injection Capacity and the Aggregate Interruptible Withdrawal Capacity for each Flange and the Aggregate Interruptible Working Gas Volume. Storage Users may Nominate for the use of Interruptible Capacity before 1520 hours on D-1 but EKB shall not post the Aggregate Interruptible Injection Capacity and the Aggregate Interruptible Withdrawal Capacity for each Flange for each Hour in the Gas Day on the Storage Website until after 1520 hours on D-1 and shall not post the Aggregate Interruptible Working Gas Volume for each Hour in the Gas Day until after 0900 hours on D-1. EKB shall keep such information constantly updated after 1520 hours on D-1 for the next Gas Day. The posting of such quantities is for information purposes only and does not constitute a guarantee from EKB that such Interruptible Capacity Rights will be available to any Storage User in any Hour.

IV.2 EKB will publish a maximum for the aggregate of the Interruptible Nominations and Interruptible Renominations for injection and the aggregate of the Interruptible Nominations and Interruptible Renominations for withdrawal that all Storage Users can make for each Flange on the general section of the Capacity Rights Account and may amend such maximum from time to time. If at any time a Storage User makes Interruptible Nominations or Interruptible Renominations for Connection Points at the same Flange that in aggregate exceed the published maximum for that Flange, the In-

interruptible Nominations or Interruptible Renominations shall be reduced on a pro rata basis across all Connection Points at the relevant Flange.

- IV.3 EKB shall calculate the Aggregate Interruptible Injection Capacity for an Hour and a Flange by taking into account unused Firm Capacity Rights, Interruptible Capacity already allocated to Storage Users, the anticipated net flow of natural gas arising from the latest net Nominations and Renominations of all Storage Users and the prevailing operational conditions.
- IV.4 If, for any Hour, any Storage User makes an Interruptible Nomination or an Interruptible Renomination for the injection of natural gas, the Aggregate Interruptible Injection Capacity for such Hour and the relevant Flange shall be allocated between the Storage Users that made an Interruptible Nomination or an Interruptible Renomination for such Hour for the injection of natural gas at the relevant Flange in the following priority order (provided that in case of an Interruptible Renomination which increases an Accepted Interruptible Nomination or a previously Accepted Interruptible Renomination the following allocation method shall only apply to the incremental quantity which shall be deemed to be the Renomination for the purposes of the allocation according to (a) and (b)):
- (a) to any Storage Users who have Useable Injection Capacity for the Hour pro rata to each such Storage User's Useable Injection Capacity for the Hour (allocation up to a maximum of each such Storage User's aggregate Interruptible Nominations or aggregate Interruptible Renominations for injection at that Flange for the Hour); and
  - (b) to any Storage Users who do not have Useable Injection Capacity for the Hour but who have made Interruptible Nominations or Interruptible Renominations for the injection of natural gas in that Hour at that Flange pro rata to such Interruptible Nominations or Interruptible Renominations (up to the maximum of each such Storage User's Interruptible Nominations or Interruptible Renominations for injection for the Hour and the relevant Flange).

The amount of Aggregate Interruptible Injection Capacity so allocated to a Storage User shall be the amount of Interruptible Injection Capacity available to such Storage User at each Flange for the purposes of Sections II.3 and III.5.



## GT&C Appendix II – Nomination and Renomination

- IV.5 Accepted Interruptible Nominations and Accepted Interruptible Renominations may be reduced (if necessary to zero (0)) by EKB (a) in order to allow EKB to accept a (i) Firm Renomination or a (ii) Renomination by means of which a Storage User reduces an Accepted Nomination or Accepted Renomination or (b) if necessary as a result of the occurrence of Unplanned Events or Constraints or (c) if necessary due to changes in the operational conditions.
- IV.6 If Section IV.5 applies, EKB shall recalculate the Aggregate Interruptible Injection Capacity at the relevant Flange in accordance with Section IV.3 and reallocate it to the Storage Users according to the principles set out in Section IV.4 above. To the extent necessary, EKB shall interrupt a Storage User's Accepted Interruptible Nominations or Accepted Interruptible Renominations at such Flange. For the purposes of allocating between the Connection Points at the Flange, the interruption shall be pro rata to the Storage User's latest Accepted Interruptible Nominations or Accepted Interruptible Renominations for the injection of natural gas at such Connection Points. EKB shall notify the relevant Storage Users of such interruption by means of their respective Capacity Rights Account as soon as possible. If any of a Storage User's Accepted Interruptible Nominations or Accepted Interruptible Renominations are reduced in accordance with Section IV.5, the Storage User will be deemed to have Renominated a quantity equal to the reduced quantity notified to it by EKB (including zero (0)) which shall become its Accepted Interruptible Nomination or its Accepted Interruptible Renomination, as applicable, for such Hour, Connection Point and Shipper Code. Both, EKB and the Storage User, shall immediately communicate or procure the communication of such reduced quantities to the relevant Adjacent Network Operators.
- IV.7 In order to calculate and allocate the Aggregate Interruptible Withdrawal Capacity for any Hour and a Flange or interrupt any Accepted Interruptible Nominations or Accepted Interruptible Renominations for withdrawal, EKB shall apply the same principles set out in Sections IV.3 to IV.6.
- IV.8 EKB shall calculate the Aggregate Interruptible Working Gas Volume for an Hour as follows:



(0.7 x Storage Facility Availability in such Hour) minus FWGB in such Hour

where:

"FWGB" is the aggregate of all Storage Users' Forecast Working Gas Balances.

IV.9 The Aggregate Interruptible Working Gas Volume shall be allocated between the Storage Users who have made Nominations or Renominations that would require the use of Interruptible Working Gas Volume in the relevant Hour as follows:

- (a) pro rata to each such Storage User's Useable Working Gas Volume at the start of the Gas Day (allocation up to a maximum of each such Storage User's aggregate Nominations or Renominations that require the use of Interruptible Working Gas Volume);
- (b) if any Aggregate Interruptible Working Gas Volume remains after the allocation pursuant to (a) above, Interruptible Working Gas Volume will be allocated to any Storage Users who do not have a Useable Working Gas Volume but who have made a Nomination or Renomination that requires the use of an Interruptible Working Gas Volume pro rata to such aggregate Nominations or Renominations (allocation up to the maximum of each Storage User's aggregate Nominations or Renominations).

For the avoidance of doubt, if a Storage User has been allocated Interruptible Working Gas Volume and later withdraws or transfers Working Gas, the allocated Interruptible Working Gas Volume shall be reduced by the withdrawn or transferred amount.

IV.10 EKB may, by giving a Storage User at least seven days' notice via its Capacity Rights Account, interrupt some or all of the Storage User's Interruptible Working Gas Volume with effect from the start of a specified Gas Day if the aggregate quantity of natural gas stored by all Storage Users in the Storage Facility exceeds 70 per cent of the total Useable Working Gas Volume of all Storage Users.

IV.11 A Storage User whose Interruptible Working Gas Volume is interrupted in accordance with Section IV.10 shall reduce its Working Gas Balance or increase its Useable Working Gas Volume so that its Working Gas Balance does not exceed its adjusted Maximum Working Gas Volume after such interruption. The Storage User may re-

duce its Working Gas Balance or increase its Useable Working Gas Volume by, for example,:

- (a) Nominating for the withdrawal of natural gas; or
- (b) concluding one or more Capacity Transfers with another Storage User to acquire more Useable Working Gas Volume; or
- (c) transferring Working Gas to another Storage User via a Gas Transfer; or
- (d) increase its Useable Working Gas Volume by booking SBUs or Booked Unbundled Working Gas Volume if available.

IV.12 EKB shall sell a Storage User's Working Gas in order to reduce the Storage User's Working Gas Balance to equal to the Storage User's adjusted Maximum Working Gas Volume if the Storage User has not complied with Section IV.11 above by the start of the Gas Day specified by EKB pursuant to Section IV.10 above. EKB shall pay the Storage User 80% of the net proceeds received by EKB in selling such Working Gas. If EKB incurs net losses in selling such Working Gas, the Storage User shall pay EKB an amount equal to 100% of such net losses. EKB shall pay the Storage User 100% of the net proceeds received by EKB in selling such Working Gas if the Storage User has been prevented from withdrawing natural gas due to Force Majeure.

#### **V. Unplanned Events, Constraints, Delivery of Off Spec Gas, Injection Curves and Withdrawal Curves and Recompression Phases**

V.1 EKB shall, if possible, include any reductions in Useable Capacity Rights resulting from Unplanned Events or the calculation of Injection Curves or Withdrawal Curves in the Useable Capacity Rights it initially notifies to Storage Users on at 0900 hours on D-1 and on an ongoing basis up to 0600 hours on the Gas Day pursuant to Section I.5. However, Storage Users acknowledge that an Unplanned Event may occur and Injection Curves and Withdrawal Curves may be revised after EKB has informed the Storage Users of their Useable Capacity Rights and after Storage Users have submitted Firm Nominations or Firm Renominations for the affected Hours to EKB. In such case, EKB shall reduce Firm Nominations or Firm Renominations in accordance with

## GT&C Appendix II – Nomination and Renomination

Sections II.3, II.4, III.5 and III.6 to take account of the reduced Useable Capacity Rights.

- V.2 In the event an Unplanned Event occurs, or there is a recalculation of Useable Injection Capacity or Useable Withdrawal Capacity in accordance with Section I.5, after a Storage User has received Accepted Nominations or Accepted Renominations for any Hours in a Gas Day, EKB shall check if the aggregate of the Storage User's last Accepted Firm Nominations or Accepted Firm Renominations is still within the Storage User's applicable Useable Capacity Rights. To the extent the aggregate of such Accepted Firm Nominations and Accepted Firm Renominations exceed any applicable Useable Capacity Right of a Storage User (as reduced after the Unplanned Event or the recalculation of Useable Injection Capacity or Useable Withdrawal Capacity in accordance with Section I.5), EKB shall reduce the Accepted Firm Nominations and Accepted Firm Renominations pro rata so that the aggregate of all Accepted Firm Nominations and Accepted Firm Renominations is equal to the Storage User's reduced Useable Capacity Right for the Hour. If any of a Storage User's Accepted Firm Nominations or Accepted Firm Renominations are so reduced, the Storage User will be deemed to have Renominated a quantity equal to the reduced quantity notified to it by EKB (including zero (0)) which shall become its Accepted Firm Nomination or Accepted Firm Renomination as applicable, for such Hour, Connection Point and Shipper Code. Both, EKB and the Storage User, shall immediately communicate or procure the communication of such reduced quantities to the relevant Adjacent Network Operators. In the event that an Unplanned Event occurs after the Storage User has made an Accepted Interruptible Nomination or an Accepted Interruptible Renomination, EKB may interrupt the Storage User in accordance with Sections IV.5 and IV.6.
- V.3 In the event of a Line Reversal or Ramp Hour (each a "**Constraint**"), EKB may not be able to accept all Nominations or Renominations and may have to reduce Accepted Interruptible Nominations and/or Accepted Interruptible Renominations. In such circumstances, EKB will apply the following principles in order to determine (i) which Nominations and Renominations it can accept and (ii) whether any Accepted

## GT&C Appendix II – Nomination and Renomination

Interruptible Nominations and/or Accepted Interruptible Renominations need to be reduced:

- (a) Nominations and Renominations (whether Firm or Interruptible) that mitigate the Constraint (for example, by being Nominations or Renominations for the withdrawal of natural gas at a Flange that is suffering a cutback in injection capacity) shall first be accepted;
- (b) next any Interruptible Nominations or Interruptible Renominations that do not mitigate the Constraint shall be reduced (to the extent necessary);
- (c) then any Accepted Interruptible Nominations or Accepted Interruptible Renominations that do not mitigate the Constraint shall be interrupted (to the extent necessary) in accordance with Section IV; and
- (d) finally any Firm Nominations or Firm Renominations that do not mitigate the Constraint shall be reduced (to the extent necessary) pro rata to the relevant Useable Capacity Rights of the Storage Users who made such Firm Nominations;

For the avoidance of doubt:

- (a) Accepted Firm Nominations and Accepted Firm Renominations shall always take precedence over any Firm Renominations; and
- (b) Firm Nominations and Firm Renominations take precedence over Interruptible Nominations, Interruptible Renominations, Accepted Interruptible Nominations and Accepted Interruptible Renominations unless and to the extent that such Interruptible Nominations, Interruptible Renominations, Accepted Interruptible Nominations or Accepted Interruptible Renominations are mitigating the Constraint.

V.4 EKB shall notify any Storage User as soon as possible if Accepted Nominations or Accepted Renominations are reduced due to Unplanned Events, the recalculation of Useable Injection Capacity or Useable Withdrawal Capacity in accordance with Section I.5, or due to Constraints but the Storage Users acknowledge that, due to the nature of such events, EKB may not be able to give Storage Users and Adjacent Network Operators timely notice of a rejection or reduction.

- V.5 In the event that Off Spec Gas is delivered by Storage Users at any Flange and EKB needs to close the valves as a result of such Off Spec Gas delivery, EKB shall notify all Storage Users who made Nominations or Renominations for the injection of natural gas at the Connections Points at such Flange by means of their Capacity Rights Accounts and, if reasonably possible, also by telephone. EKB shall be entitled to reduce Accepted Nominations and Accepted Renominations for the injection of natural gas to zero (0) at the affected Connection Points in respect of any Hour for which EKB expects the valves to be closed. The reduced Accepted Nominations and Accepted Renominations shall become the Storage User's new Accepted Nomination or Accepted Renomination as applicable, for such Hour, Connection Point and Shipper Code. Both, EKB and the Storage User, shall immediately communicate or procure the communication of such reduced quantities to the relevant Adjacent Network Operators.
- V.6 The Storage User acknowledges that from time to time one or more of the Storage Facility's compressors may be required to facilitate the withdrawal of natural gas from the Storage Facility via a particular Flange due to the pressure in an Adjacent Network connected to such Flange being higher than the prevailing pressure in the Storage Facility and that, in such circumstances, natural gas may not be able to be injected into the Storage Facility at normal rates. In such circumstances EKB is entitled to declare a "**Recompression Phase**" for a specified number of Gas Days by giving at least two (2) Business Days' advance notice to the Storage User via email. If it becomes necessary during a Recompression Phase to reduce the Storage User's Useable Injection Capacity, this shall constitute an Unplanned Event provided that for the purpose of applying Section V.2 the Storage User's Accepted Firm Nominations and Accepted Firm Renominations for the injection of natural gas shall only be reduced at the affected Flange and in such case shall be reduced pro-rata to the Storage User's Accepted Firm Nominations and Accepted Firm Renominations at the affected Connection Point(s).



**GT&C Appendix III: Composition of SBUs, Flanges and Connection Points, Unit Tariffs and other Fees and Charges**

**Version 3.0**  
**Dated 1 April 2019**

This GT&C Appendix III describes the composition of SBUs, the Flanges and the Connection Points of the Storage Facility, Unit Tariffs and other Fees and Charges payable in respect of the Storage Facility.

**I. Composition of SBUs**

- (1) Each SBU comprises the following Firm Capacity Rights:
  - (a) Working Gas Volume: 1 GWh
  - (b) Injection Capacity: 0.63 MWh/h
  - (c) Withdrawal Capacity: 1.13 MWh/h
  
- (2) The composition of SBUs is based on the Standard Gross Calorific Value. In the event that EKB adjusts the Standard Gross Calorific Value in accordance with Section 10.2 of the main body of these GT&C, the composition of an SBU set out in paragraph (1) above shall change as follows:

$$C_{new} = C_{old} \times (GCV_{new}/GCV_{old})$$

Where:

$C_{new}$ : Composition of SBUs after the adjustment of the Standard Gross Calorific Value.

$C_{old}$ : Composition of SBUs before the adjustment of the Standard Gross Calorific Value.

$GCV_{new}$ : Standard Gross Calorific Value after the adjustment.

$GCV_{old}$ : Standard Gross Calorific Value before the adjustment.

## **II. Flanges and Connection Points**

### **1. Flanges**

As of the date of Version 2.0 of this GT&C Appendix III the Storage Facility is connected to the following Flanges:

- (1). GTS Flange.
- (2). NETRA Flange.

### **2. Connection Points**

The Flanges contain the following Connection Points to the Adjacent Networks:

- (1). GTS Flange: Oude Stanzijl Etzel EKB-H.
- (2). NETRA Flange:
  - (a) OGE NETRA System (identifier code: Friedeburg-Etzel, Bitzenlander Weg 2)
  - (b) GUD NETRA System (identifier code: Entry H152 / Exit H171)
  - (c) Jordgas NETRA System (identifier code: Entry H203S / Exit H204S)

EKB retains the right to add further Flanges and Connection Points to the Storage Facility from time to time and in such circumstances this GT&C Appendix III will be amended accordingly.

## **III. Fees and Charges**

### **1. Adjustment of Unit Tariffs for Firm Capacity Rights and Firm Capacity Fees**

- (1) The Unit Tariff per Booked SBU and per GWh of Booked Unbundled Working Gas Volume set out in each Storage User's Form of Agreement (or in the case of Booked Capacity Rights acquired by means of a Capacity Assignment, in the Form of Agreement of the Storage User which originally booked the Capacity Right with EKB) shall be adjusted with effect from the beginning of each Storage Year starting on or after 1 April 2015 in accordance with the formula below to take account of the Storage Adjustment Factor:

(a) Booked SBU:  $UT_{(adj)} = UT_0 \times \{0.8 + 0.2 \times SAF\}$

(b) Booked Unbundled Working Gas Volume:  $UT_{(adj)} = UT_0 \times SAF$

Where:

$UT_{(adj)}$ : Adjusted Unit Tariff for the relevant Storage Year per Booked SBU or per GWh Booked Unbundled Working Gas Volume, as applicable.

$UT_0$ : Unit Tariff set out in the relevant Storage User's Form of Agreement per Booked SBU or per GWh Booked Unbundled Working Gas Volume, as applicable.

SAF: Storage Adjustment Factor applicable to the relevant Storage Year (which also accounts for changes in the storage capacity in previous Storage Years due to geological processes). The SAF shall be rounded to five (5) decimal places in accordance with generally acknowledged mathematical rounding rules.

(2) In the event that the Storage Adjustment Factor applicable to a Storage Year is changed within the Storage Year, the formulae set out in paragraph (1) above shall be amended as follows:

(a) Booked SBU:

$$UT_{(adj)} = [UT_0 \times \{0.8 + 0.2 \times SAF_1\} \times (P_1/P_{Ges})] + [UT_0 \times \{0.8 + 0.2 \times SAF_2\} \times (P_2/P_{ges})]$$

(b) Booked Unbundled Working Gas Volume:

$$UT_{(adj)} = [UT_0 \times SAF_1 \times (P_1/P_{Ges})] + [UT_0 \times SAF_2 \times (P_2/P_{Ges})]$$

Where:

$UT_{(adj)}$ : Adjusted Unit Tariff in the relevant Storage Year per Booked SBU or per GWh Booked Unbundled Working Gas Volume, as applicable.



UT<sub>0</sub>: Unit Tariff set out in the relevant Form of Agreement per Booked SBU or per GWh Booked Unbundled Working Gas Volume, as applicable.

SAF<sub>1</sub>: Storage Adjustment Factor applicable to the relevant Storage Year prior to the change of the Storage Adjustment Factor.

SAF<sub>2</sub>: Storage Adjustment Factor applicable to the relevant Storage Year after the change of the Storage Adjustment Factor.

P<sub>1</sub>: Number of Gas Days from the start of the relevant Storage Year until (and including) the Gas Day prior to the change of the Storage Adjustment Factor.

P<sub>2</sub>: Number of Gas Days from the Gas Day on which the change of the SAF becomes effective until the end of the relevant Storage Year.

P<sub>Gas</sub>: Number of Gas Days in the relevant Storage Year.

- (3) In addition to the adjustments in accordance with paragraphs (1) or (2) above, the Unit Tariffs set out in each relevant Form of Agreement for Storage Years starting on or after 1 April 2015 shall be adjusted with effect from the beginning of each Storage Year according to the formula below:

$$UT = UT_{(adj)} \times \{0.4 + 0.6 \times (I/I_0)\}$$

Where:

UT: Unit Tariff applicable in the relevant Storage Year per Booked SBU, per MWh per Hour of Booked Unbundled Injection Capacity, per MWh per Hour of Booked Unbundled Withdrawal Capacity or per GWh of Booked Unbundled Working Gas Volume, as applicable.

UT<sub>(adj)</sub>: relevant Unit Tariff set out in relevant Storage User's Form of Agreement per Booked SBU, per MWh per Hour of Booked Unbundled Injection Capacity, per MWh per Hour of Booked Unbundled Withdrawal Capacity or per GWh of Booked Unbundled Working Gas Volume, as applicable, after any adjustments in

accordance with paragraphs (1) or (2) above in the case of Booked SBUs and Booked Unbundled Working Gas Volume.

I: Index for producer prices (*Erzeugerpreisindex für gewerbliche Produkte (Inlandsabsatz)*) based on the average value for the calendar year prior to the relevant adjustment; published by the German Statistical Office (*Statistisches Bundesamt Deutschland*), series with the base year 2010 (= 100).

I<sub>0</sub>: Index for producer prices (*Erzeugerpreisindex für gewerbliche Produkte (Inlandsabsatz)*) based on the average value for the calendar year 2013; published by the German Statistical Office (*Statistisches Bundesamt Deutschland*), series with the base year 2010 (= 100).

In the event that the German Statistical Office determines a new base year for the producer price index, the new series so published by the German Statistical Office shall apply for the above adjustment. In this case, the base value (I<sub>0</sub>) shall be the annual average for the calendar year 2013 of the new series.

- (4) In the event that EKB adjusts the Standard Gross Calorific Value in accordance with Section 10 of the main body of these GT&C, the Unit Tariffs for Booked Unbundled Capacity Rights set out in each relevant Form of Agreement shall be adjusted as follows:

$$UT_{\text{new}} = UT_{\text{old}} \times (GCV_{\text{old}}/GCV_{\text{new}})$$

Where:

UT<sub>new</sub>: Unit Tariff applicable after the adjustment of the Standard Gross Calorific Value.

UT<sub>old</sub>: Unit Tariff applicable before the adjustment of the Standard Gross Calorific Value.

GCV<sub>new</sub>: Standard Gross Calorific Value after the adjustment.

GCV<sub>old</sub>: Standard Gross Calorific Value before the adjustment.

- (5) The Unit Tariffs payable by the Storage User for Short Term Capacity Rights shall be as published on the Storage Website or agreed with EKB from time to time. A Storage User who books any Short Term Capacity Rights shall pay the Unit Tariff for such Short Term Capacity Rights that was agreed with EKB at the time of booking. EKB shall confirm in writing any such bookings to the Storage User.
- (6) The Firm Capacity Fees shall be payable in Monthly instalments in accordance with Section 5 of the main body of the GT&C.

## **2. Unit Tariffs for Interruptible Capacity Rights**

- (1) The Unit Tariffs for Interruptible Capacity Rights acquired in accordance with Section 2.11 of the main body of the GT&C shall be:
  - (a) EUR 0.60 for each MWh of natural gas injected by the Storage User into the Storage Facility as allocated in accordance with GT&C Appendix V for any Hour using Interruptible Injection Capacity which exceeds three (3) times its Available Injection Capacity for the relevant Hour; no Interruptible Capacity Fees shall be payable in respect of Interruptible Injection Capacity used by the Storage User up to an amount which is equal to three (3) times its Available Injection Capacity for the relevant Hour.
  - (b) EUR 0.30 for each MWh of natural gas withdrawn by the Storage User from the Storage Facility as allocated in accordance with GT&C Appendix V for any Hour using Interruptible Withdrawal Capacity which exceeds (3) three times its Available Withdrawal Capacity for the relevant Hour; no Interruptible Capacity Fees shall be payable in respect of Interruptible Withdrawal Capacity used by the Storage User up to an amount which is equal to three (3) times its Available Withdrawal Capacity for the relevant Hour.
  - (c) EUR 0.30 for each GWh per Hour of Working Gas stored by the Storage User using Interruptible Working Gas Volume which exceeds three (3) times its Available Working Gas Volume for the relevant Hour; no Interruptible Capacity Fees shall be payable in respect of Interruptible Working Gas Volume used by the Storage User up to an amount which is equal to three (3) times its Available Working Gas Volume for the relevant Hour.

- (2) The Unit Tariffs for Interruptible Capacity Rights set out in paragraph (1) above shall be adjusted for Storage Years starting on or after 1 April 2015 with effect from the beginning of each Storage Year according to the formula set out in paragraph (3) of Section III.I above (with UT and  $UT_{(adj)}$  being the Unit Tariff for the relevant Interruptible Capacity Right).
- (3) In the event that EKB adjusts the Standard Gross Calorific Value in accordance with Section 10 of the main body of these GT&C, the Unit Tariffs for Interruptible Capacity Rights set out in paragraph (1) shall be adjusted in accordance with the formula set out in paragraph (4) of Section III.I above.
- (4) Interruptible Capacity Fees shall be payable Monthly in arrears in accordance with Section 5 of the main body of the GT&C.

### 3. System Fee

- (1) The Monthly System Fee for each Month in the first Storage Year (April 2014 to March 2015) shall be EUR 500.
- (2) The System Fee shall be adjusted each Storage Year starting on or after 1 April 2015, 0600 hours in accordance with the formula below with effect of 1 April, 0600 hours, for each Month of the new Storage Year.

$$Sf = Sf_0 \times (I/I_0)$$

Sf: System Fee payable by the Storage User for each Month in the relevant Storage Year.

Sf<sub>0</sub>: EUR 500.

I: Index for producer prices (*Erzeugerpreisindex für gewerbliche Produkte (Inlandsabsatz)*) based on the average value for the calendar year prior to the relevant adjustment; published by the German Statistical Office (*Statistisches Bundesamt Deutschland*), series with the base year 2010 (= 100).

I<sub>0</sub>: Index for producer prices (*Erzeugerpreisindex für gewerbliche Produkte (Inlandsabsatz)*) based on the average value for the calendar year 2013; published by the German Statistical Office (*Statistisches Bundesamt Deutschland*), series with the base year 2010 (= 100).

In the event that the German Statistical Office determines a new base year for the producer price index, the new series so published by the German Statistical Office shall apply for the above adjustment. In this case, the base value (I<sub>0</sub>) shall be the annual average for the calendar year 2013 of the new series.

(3) The System Fee shall be payable Monthly in advance in accordance with Section 5 of the main body of the GT&C.

#### 4. Registration Fee

(1) A Storage User who is registered in EKB's IT system prior to or during the first Storage Year (starting on 1 April 2014, 0600 hours) shall pay a Registration Fee of EUR 5,000.

(2) A Storage User shall only pay a Registration Fee upon first registration in EKB's IT system.

(3) The Registration Fee shall be adjusted each Storage Year in accordance with the formula below with effect from 1 April, 0600 hours, for registrations during the new Storage Year.

$$R_f = R_{f_0} \times (I/I_0)$$

R<sub>f</sub>: Registration Fee payable by a Storage User.

R<sub>f0</sub>: EUR 5,000.

I: Index for producer prices (*Erzeugerpreisindex für gewerbliche Produkte (Inlandsabsatz)*) based on the average value for the calendar year prior to the relevant adjustment: published by the German Statistical Office (*Statistisches Bundesamt Deutschland*), series with the base year 2010 (=100).

I<sub>0</sub>: Index for producer prices (*Erzeugerpreisindex für gewerbliche Produkte (Inlandsabsatz)*) based on the average value for the calendar year 2013; published by the German Statistical Office (*Statistisches Bundesamt Deutschland*), series with the base year 2010 (= 100).

In the event that the German Statistical Offices determines a new base year for the producer price index, the new series then published by the German Statistical Office shall apply for the above adjustment. In this case, the base value (I<sub>0</sub>) shall be the annual average for the calendar year 2013 for the new series.

- (4) In the event that a Storage User acquires additional Storage Service Agreements by way of assignment in accordance with Section 17 of the main body of these GT&C, it shall not be obliged to pay an additional Registration Fee.

## 5. Operational Fees

- (1) The Storage User shall pay Operational Fees to compensate EKB for costs incurred by EKB due to the injection and withdrawal of natural gas by the Storage User into and from the Storage Facility. The Operational Fees shall be calculated by multiplying the tariff set out in paragraph (2) below with each MWh of natural gas injected by the Storage User into the Storage Facility in the respective Hour as allocated in accordance with GT&C Appendix V.
- (2) The tariff (in EUR/MWh) that applies to the calculation of the Operational Fees for each Storage Year shall be calculated in accordance with the following formula and be rounded to two (2) decimal places in accordance with generally acknowledged mathematical rounding rules:

$$[0.4 \times (EEXq1 + EEXq2) + 0.1 \times (EEXq3 + EEXq4) + Tax + EEG + GFee] \times 0.0038 \times DPF + 0.0025 \times GP$$

Where:

EEXq1: Average of the daily settlement prices of the Phelix Baseload Future for the first Quarter of the relevant Storage Year as published on [www.eex.com](http://www.eex.com) under Trading Data / Power / Phelix Futures Derivatives / Quarter on each trading day during the third Quarter of the preceding Storage Year in EUR/MWh.

<http://www.eex.com/en/Market%20Data/Trading%20Data/Power/Phelix%20Futures%20%20Derivatives/futures-table>

EEXq2: Average of the daily settlement prices of the Phelix Baseload Future for the second Quarter of the relevant Storage Year as published on [www.eex.com](http://www.eex.com) under Trading Data / Power / Phelix Futures Derivatives / Quarter on each trading day during the third Quarter of the preceding Storage Year in EUR/MWh.

<http://www.eex.com/en/Market%20Data/Trading%20Data/Power/Phelix%20Futures%20%20Derivatives/futures-table>

EEXq3: Average of the daily settlement prices of the Phelix Baseload Future for the third Quarter of the relevant Storage Year as published on [www.eex.com](http://www.eex.com) under Trading Data / Power / Phelix Futures Derivatives / Quarter on each trading day during the third Quarter of the preceding Storage Year in EUR/MWh.

<http://www.eex.com/en/Market%20Data/Trading%20Data/Power/Phelix%20Futures%20%20Derivatives/futures-table>

EEXq4: Average of the daily settlement prices of the Phelix Baseload Future for the fourth Quarter of the relevant Storage Year as published on [www.eex.com](http://www.eex.com) under Trading Data / Power / Phelix Futures Derivatives / Quarter on each trading day during the third Quarter of the preceding Storage Year in EUR/MWh.

<http://www.eex.com/en/Market%20Data/Trading%20Data/Power/Phelix%20Futures%20%20Derivatives/futures-table>

Tax: German standard power tax rate ("*Stromsteuer*") applicable at the beginning of the relevant Storage Year in EUR/MWh which at the Execution Date is set out in Section 3 German Power Tax Code ("*Stromsteuergesetz*").

EEG: EEG Apportionment ("*EEG – Umlage*") applicable at the beginning of the relevant Storage Year in EUR/MWh in accordance with the Renewable Energy Code ("*Erneuerbare Energien Gesetz*") and the Compensation Mechanism Regulation ("*Ausgleichsmechanismusverordnung*").

GFee: Grid fee („*Arbeitspreis*“) as published on the website of EWE Netz GmbH ([www.ewe-netz.de](http://www.ewe-netz.de)) under Preisblatt 1: Netzentgelte Strom für Kunden mit Leistungsmessung (Jahresleistungspreissystem) – Umspannung 110/20-kV – Jahresbenutzungsstunden < 2500 h/a“ applicable at the beginning of the relevant Storage Year [in EUR/MWh].

GP: Average of the midpoint bid/offer natural gas prices at the TTF virtual point (or any successor point) for the fourth Quarter of the relevant Storage Year as published in ICIS Heren European Spot Gas Markets



under “TTF Price Assessment” on each trading day during the third Quarter of the preceding Storage Year in EUR/MWh.

DPF: “Delta Pressure Factor” which shall reflect the influence of the pressure difference between the cavern pressure and pressure in the Adjacent Network on the amount of electrical energy required to inject natural gas into the caverns. The Delta Pressure Factor shall only be defined in the range of 0 to 1. Every Monday prior to 18:00 CE(S)T, EKB shall inform the Storage User about the DPF and the resulting Operational Fee, which shall apply for the Week starting on the following Monday. EKB shall provide this information via email to one or more email addresses as selected by the Storage User. If EKB does not inform the Storage User by 18:00 CE(S)T on a Monday of the DPF for the next Week, the DPF of the then current Week shall also apply to the next Week. When determining the DPF, EKB shall act as a reasonable and prudent operator and take into account, *inter alia*, the prevailing pressure situation and the expected pressure situation during the Week for which the DPF is determined.

If any of the indices used above cease to exist, EKB shall be entitled to use comparable indices for the purpose of calculating the Operational Fees.

- (3) EKB shall adjust the formula (including the definitions of individual elements) set out in paragraph (2) above without requiring the consent of the Storage User in the following cases:
  - (a) In the event EKB is partially or completely exempted from paying power tax or the EEG Apportionment, the definition of “Tax” and/or “EEG” shall be adjusted to reflect the respective exemption;
  - (b) The weighting factor “0.0038” reflects the average quantity of power that is expected to be consumed to enable the injection of natural gas.
  - (c) The weighting factor “0.0025” reflects the average quantity of fuel gas that is expected to be consumed to enable the withdrawal of natural gas. In the event that the experience of EKB in the course of the operation of the Storage Facility shows that a lower or higher average fuel gas consumption can reasonably be expected, EKB shall adjust the weighting factor accordingly;

- (d) The weighting factors “0.4” and “0.1” reflect the expected proportionate power consumption for the injection of natural gas in the respective Quarters of the Storage Year. In the event that experience of EKB in the course of the operation of the Storage Facility shows that the proportionate power consumption deviates from what is reflected by these weighting factors, EKB shall adjust the weighting factors accordingly.

In case of an adjustment to the formula or the definition of its individual elements, the adjusted formula shall be applied to the calculation of the Operational Fees for the Storage Years following the effective date of the adjustment provided EKB has complied with Section 28.7 of the main body of the GT&C.

- (4) The Operational Fees shall be payable Monthly in arrears in accordance with Section 5 of the main body of the GT&C.

## **6. Overrun Charge**

- (1) The Overrun Charge payable by a Storage User in accordance with Section 13 of the main body of the GT&C in respect of an Hour during which the Working Gas Balance of the Storage User was below zero shall be ten (10) times the Unit Tariff for Interruptible Working Gas Volume multiplied with each MWh by which the Working Gas Balance was below zero at the end of such Hour.
- (2) The Overrun Charge payable by a Storage User in accordance with Section 13 of the main body of the GT&C in respect of an Hour during which the Working Gas Balance of the Storage User exceeded the Storage User's Maximum Working Gas Volume shall be five (5) times the Unit Tariff for Interruptible Working Gas Volume multiplied with each MWh by which the Working Gas Balance exceeded the Storage User's Maximum Working Gas Volume at the end of such Hour.

## **GT&C Appendix IV: Technical Information, Injection Curve and Withdrawal Curve and DISC Service**

**Version 2.2**

**Dated 1 April 2022**

This GT&C Appendix IV sets out technical parameters and specifies the Injection Curve and Withdrawal Curve that are applicable to the Storage Facility.

### **A Technical Parameters**

#### **I. Gas Quality**

- (1) The natural gas at the Connection Points shall have the following quality specifications:
  1. The total sulphur content shall not exceed 30 mg/m<sup>3</sup> (n).
  2. The sum of the sulphur content caused by hydrogen sulphide (H<sub>2</sub>S) and carbonyl sulphide (COS) shall not exceed 5 mg/m<sup>3</sup> (n).
  3. The sulphur content caused by alkylthiols (mercaptans) shall not exceed 6 mg/m<sup>3</sup>(n).
  4. The carbon dioxide content shall not exceed 2.5 per cent (mol/mol).
  5. The water dew point shall be below minus eight (-8) degree Celsius at the delivery pressure.
  6. The oxygen content shall not exceed the maximum oxygen content in the GTS System which is currently 5 ppm. Despite this, EKB will use reasonable endeavours to accept an oxygen content of 10 ppm daily average.
  7. The Wobbe-index shall not exceed 54.0 MJ/m<sup>3</sup> (n) nor be less than 49.0 MJ/m<sup>3</sup> (n).
  8. The hydrocarbon dew point shall be below minus two (-2) degree Celsius at any pressure.
  9. The natural gas shall have a temperature between two (2) and forty (40) degree Celsius.

10. The natural gas shall not contain other elements or impurities (such as, but not limited to, methanol and odorants) in such extent that the natural gas entering the respective systems cannot be transported, stored or marketed in and/or via the Netherlands/Germany without incurring additional costs for quality adjustment.

## **II. Pressure/Temperature**

- (1) The natural gas shall be made available at the GTS Flange at a minimum pressure of 58.2 bar(g) and a maximum pressure of 73 bar(g).
- (2) The natural gas shall be made available at the NETRA Flange at a minimum pressure of 50.0 bar(g) and a maximum pressure of 84 bar(g).
- (3) The natural gas shall be made available at the GTS Flange at a minimum temperature of 2 deg C and a maximum temperature of 40 deg C.
- (4) The natural gas shall be made available at the NETRA Flange at a minimum temperature of 5 deg C and a maximum temperature of 40 deg C.

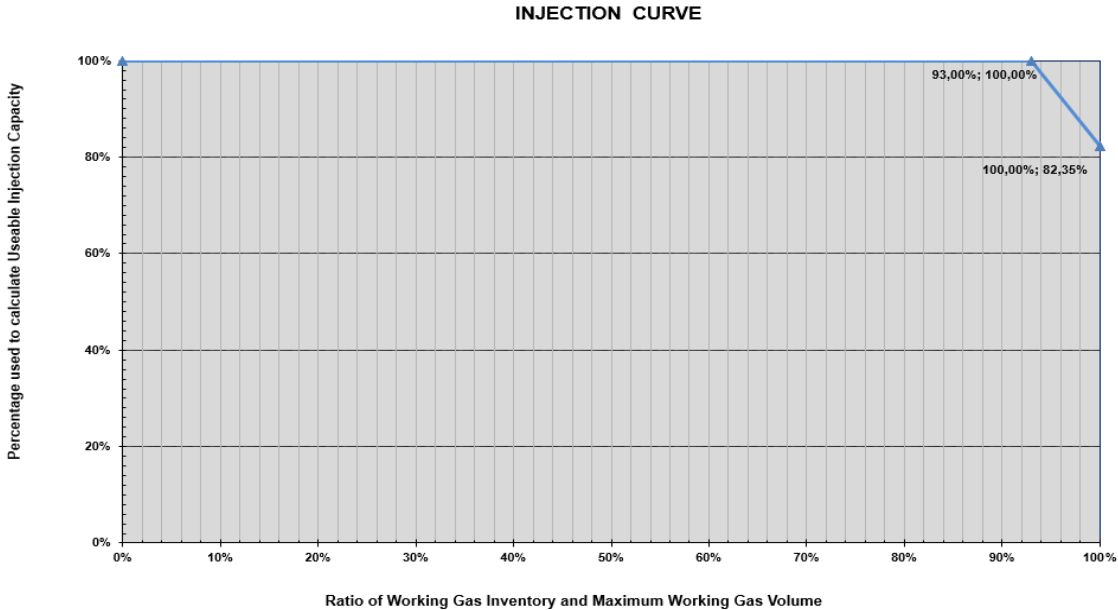
## **III. Minimum Metering / Minimum Gas Flow**

- (1) As of the date of Version 2.2 of this GT&C Appendix IV, agreements between EKB and Adjacent Network Operators are in place that enable EKB not to require a minimum flow of natural gas into or from the Storage Facility.
- (2) In the event that an agreement of the type referred to in Section III (1) with an Adjacent Network Operator changes, EKB shall be entitled, to the extent necessary for metering purposes, to require a minimum flow of natural gas into or from the Storage Facility to deal with metering restrictions and shall reissue this GTC Appendix IV and any other affected parts of these GT&Cs accordingly.

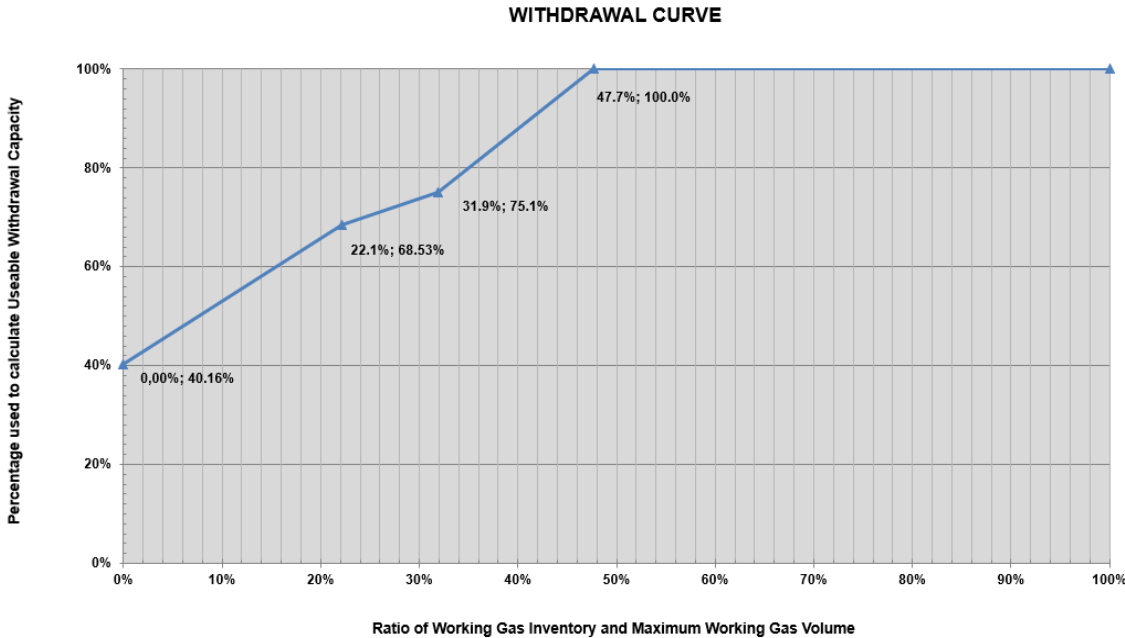
## **B Injection Curve and Withdrawal Curve**

- I** Each Storage User's Useable Injection Capacity and Useable Withdrawal Capacity in any Hour shall be calculated subject to an Injection Curve and a Withdrawal Curve, respectively, which take into account the ratio of the Working Gas held by the Storage User to the Storage User's Maximum Working Gas Volume at any time.

- II** In order to determine the Useable Injection Capacity and Useable Withdrawal Capacity for each Hour in a Gas Day on the basis of the Injection Curve and Withdrawal Curve, respectively, the Storage User's Forecast Working Gas Balance at the start of the Gas Day is used to calculate the ratio of Working Gas held by the Storage User to the Storage User's Maximum Working Gas Volume.
- III** The Injection Curve and Withdrawal Curve applicable as of the date of this Version 2.2 of GT&C Appendix IV are set out in Sections IV and V below. EKB shall be entitled, based on further experience gained during the operation of the Storage Facility, to adjust the Injection Curve and Withdrawal Curve to the extent required due to the geological conditions of the Storage Facility. Such adjusted Injection Curves and Withdrawal Curves shall be posted on the Storage Website and a change in an Injection Curve or a Withdrawal Curve shall not require EKB to reissue this GT&C Appendix IV. Any such adjustments shall not affect the Capacity Fees payable by the Storage User as long as the shaded area below the republished Injection Curve or Withdrawal Curve, as applicable, is reduced by: (a) less than 3 % in any one Storage Year compared to the shaded area below the Injection Curve or Withdrawal Curve set out in Sections IV or V below (i.e. 0.986 (= area below the current Injection Curve) or [area below the new Withdrawal Curve] (= area below the current Withdrawal Curve)); and (b) less than 9 % in aggregate during the term of the Storage Service Agreement compared to the shaded area below the Injection Curve or Withdrawal Curve set out in Sections IV or V below (i.e. 0.986 (= area below the current Injection Curve) or [area below the new Withdrawal Curve] (= area below the current Withdrawal Curve)). If an adjustment of the Injection Curve or Withdrawal Curve results in a reduction of the shaded area below the adjusted Injection Curve or Withdrawal Curve, as applicable, by more than the percentages referred to above, EKB and the Storage User shall enter into good faith negotiations to adjust the Unit Tariffs payable per Booked SBU and per MWh/h Booked Unbundled Injection Capacity or per MWh/h Booked Unbundled Withdrawal Capacity, as applicable (including, for the avoidance of doubt, Unit Tariffs in respect of Short Term Capacity Rights).
- IV** As at the date of publication of this Version 2.2 of GT&C Appendix IV, the following Injection Curve applies:



V As at the date of publication of this Version 2.2 of GT&C Appendix IV, the following Withdrawal Curve applies:



**C Improvement of Injection Curve and Withdrawal Curve**

I The Storage User shall be entitled to book services in relation to an improvement of the Injection Curve and Withdrawal Curve as set out in this Section C (the "**Day Ahead Improvement of Storage Curve Service**" or "**DISC Service**"). To book the

DISC Service, the Storage User is required to give an advance notice of at least one week in writing or by email to EKB. EKB shall within three Business Days of such notice confirm the booking of the DISC Service in writing to the Storage User. The Storage User shall at any time be entitled to terminate the booking of the DISC Service by an advance notice of at least one week in writing or by email to EKB. If the Storage User has booked a DISC Service for a Storage Year it shall be deemed to have automatically booked a DISC Service for the next Storage Year unless it notifies EKB that it wishes to terminate the DISC Service prior to the start of the next Storage Year.

- II** The fee payable by the Storage User for the DISC Service (the "**DISC Fee**") in the Storage Year 2015/2016 shall be EUR 10,000. For the Storage Year starting on 1 April 2016 and any subsequent Storage Year, the DISC Fee shall be adjusted in accordance with the formula below with effect from 1 April, 0600 hours:

$$\text{DISC Fee}_{(SY)} = \text{DISC Fee}_{(0)} \times (I/I_0)$$

DISC Fee<sub>(SY)</sub>: DISC Fee payable by the Storage User in the relevant Storage Year.

DISC Fee<sub>(0)</sub>: EUR 10,000.

I: Index for producer prices (*Erzeugerpreisindex für gewerbliche Produkte (Inlandsabsatz)*) based on the average value for the calendar year prior to the relevant adjustment: published by the German Statistical Office (*Statistisches Bundesamt Deutschland*), series with the base year 2010 (=100).

I<sub>0</sub>: Index for producer prices (*Erzeugerpreisindex für gewerbliche Produkte (Inlandsabsatz)*) based on the average value for the calendar year 2013; published by the German Statistical Office (*Statistisches Bundesamt Deutschland*), series with the base year 2010 (= 100).

In the event that the German Statistical Offices determines a new base year for the producer price index, the new series then published by the German Statistical Office shall apply for the above adjustment. In this case, the base value (I<sub>0</sub>) shall be the annual average for the calendar year 2013 for the new series.

- III** If the Storage User has booked the DISC Service in a Storage Year, it is obliged to pay the full DISC Fee for the relevant Storage Year irrespective of whether the Storage User has booked the DISC Service for the entire Storage Year or only for part of the Storage Year. However, for the Storage Year 2015/2016, the Storage User shall only be obliged to pay 50 % of the DISC Fee. The DISC Fee shall be payable as a one-time payment for the relevant Storage Year at the start of the Storage Year or, if later, upon booking of the DISC Service by the Storage User. EKB shall invoice the DISC Fee in the first invoice to be issued by EKB to the Storage User for a Storage Year or in the first invoice to be issued to the Storage User after it has booked the DISC Service as applicable, both in accordance with Section 5 of the main body of the GT&C.
- IV** By no later than 1230 hours on each Gas Day, EKB shall inform each Storage User that has booked the DISC Service on the Storage User's Capacity Rights Account about the improvement (if any) in the Storage User's Injection Curve or Withdrawal Curve for the Gas Day immediately following the next Gas Day ("**D+2**"). Any improvement in a Storage User's Injection Curve or Withdrawal Curve shall be determined by EKB as follows:
- (1) EKB shall first determine the aggregate Injection Capacity and the aggregate Withdrawal Capacity that will be physically available in the Storage Facility in each Hour of D+2 assuming worst conditions (i.e. assuming maximum injection and maximum withdrawal of natural gas by all Storage Users in each Hour until the start of D+2).
  - (2) Secondly, EKB shall determine the aggregate Useable Injection Capacity and aggregate Useable Withdrawal Capacity of all Storage Users in each Hour of D+2 (on the basis of the Injection Curve and Withdrawal Curve prior to any improvements due to the DISC Services).
  - (3) The delta between (a) the aggregate physically available Injection Capacity as determined by EKB pursuant to (1) above and (b) the aggregate Useable Injection Capacity of all Storage Users as determined by EKB pursuant to (2) above shall be the "**Surplus Injection Capacity**" and the delta between (a) the aggregate physically available Withdrawal Capacity as determined by EKB pursuant to (1) above and (b) the aggregate Useable Withdrawal Capacity of all Storage Users as determined by EKB pursuant to (2) above shall be the "**Surplus Withdrawal Capacity**".



- (4) Any Surplus Injection Capacity or Surplus Withdrawal Capacity shall be allocated as Useable Injection Capacity or Useable Withdrawal Capacity (as applicable) to all Storage Users that have booked the DISC Service for each Hour in D+2 in accordance with the following principles: (a) only to any Storage User that has booked the DISC Service whose Useable Injection Capacity or Useable Withdrawal Capacity (as applicable) has been reduced by the application of the Injection Curve or the Withdrawal Curve; (b) then pro rata to any such Storage User's Useable Injection Capacity or Withdrawal Capacity (as applicable); provided (c) that the amount of Surplus Injection Capacity or Surplus Withdrawal Capacity allocated to such a Storage User shall never result in it holding Injection Capacity or Withdrawal Capacity that exceeds the amount of its Useable Injection Capacity or Useable Withdrawal Capacity (as applicable) before the application of the Injection Curve or Withdrawal Curve.
- V EKB may by no later than 1230 hours on D-1 via the Storage User's Capacity Rights Account inform the Storage User of any update in the improvement of the Storage User's Injection Curve or Withdrawal Curve for the Gas Day notified by it under Section C.IV. Such an update may only ever increase the improvement in the Storage User's Injection Curve or Withdrawal Curve (as applicable) provided that the amount of Surplus Injection Capacity or Surplus Withdrawal Capacity allocated to the Storage User shall never result in it holding Injection Capacity or Withdrawal Capacity that exceeds the amount of its Useable Injection Capacity or Useable Withdrawal Capacity (as applicable) before the application of the Injection Curve or Withdrawal Curve.
- VI Any improvements in a Storage User's Injection Curve or Withdrawal Curve notified by EKB to the Storage User in accordance with Sections C.IV and C.V for the Hours in a Gas Day shall be binding on EKB.
- VII If EKB has notified a Storage User that the Storage User's Useable Injection Capacity or Useable Withdrawal Capacity in an Hour of a Gas Day will be increased in accordance with Section C.IV and Section C.V above but the actual increase physically available to the Storage User in any Hour is less than that notified by EKB for the relevant Hour (a "**DISC Shortfall**"), the Storage User shall be entitled to a reduction of the Monthly Firm Capacity Fee payable by it for Firm Injection Capacity or Firm Withdrawal Capacity (as applicable) in accordance with Sections 20.3 and 20.4 of the main body of the General Terms and Conditions (for the avoidance of doubt, for the purpose of this calculation, the percentage by which the Useable Capacity Right is reduced shall be the ratio of (a) the shortfall in the increase of the Storage User's relevant Useable Capacity Right to (b) the Storage User's relevant Available Capacity Right).

## **GT&C Appendix V: Allocation**

**Version 1.0**

**Dated 1 July 2014**

This GT&C Appendix V sets out the rules for allocation of the energy content of the natural gas injected into or withdrawn from the Storage Facility by the Storage Users.

### **§ 1 Responsibility of the Storage User**

The Storage Users acknowledge that the allocation rules set out in this GT&C Appendix V may deviate from the allocation rules applied by Adjacent Network Operators. It is the sole responsibility of the Storage Users to inform their relevant counterparties (shippers) in the Adjacent Networks about the allocation rules applied by EKB.

### **§ 2 General Allocation Rule**

The "**General Allocation Rule**" is that allocation shall equal the Storage User's latest Accepted Nomination or Accepted Renomination for the relevant Hour at the relevant Flange so that the energy content of the natural gas injected into or withdrawn from the Storage Facility by a Storage User shall be allocated to the Storage User in quantities equal to its latest applicable Accepted Nominations or Accepted Renominations.

### **§ 3 Deviation from the General Allocation Rule**

3.1 If the Physical Flow at a Flange in an Hour is in the same direction as the Nominated Physical Flow Direction but the Metered Quantity is greater or less than the net aggregate of the latest Accepted Nominations and Accepted Renominations of all Storage Users at that Flange in that Hour, then:

- (a) the General Allocation Rule shall only apply to Storage Users' latest Accepted Nominations and Accepted Renominations for the flow of natural gas in the opposite direction to the Nominated Physical Flow Direction and such latest Accepted Nominations and Accepted Renominations shall therefore all be allocated as Nominated or Renominated; and
- (b) the Metered Quantity plus a quantity equal to the aggregate quantity allocated pursuant to Section 3.1(a) above (together the "**Quantity To Be Allocated**") shall be allocated to the Storage Users who Nominated or Renominated in the Nominated Physical Flow Direction at the relevant Flange in the relevant Hour as follows:

- (i) the Quantity To Be Allocated shall first be allocated to meet all latest Accepted Firm Nominations and Accepted Firm Renominations. Such allocation shall be made pro rata to the latest Accepted Firm Nominations and Accepted Firm Renominations;
  - (ii) the remaining quantity of the Quantity To Be Allocated, if any, shall then be allocated to meet all latest Accepted Interruptible Nominations and Accepted Interruptible Renominations. Such allocation shall be made pro rata to the latest Accepted Interruptible Nominations and Accepted Interruptible Renominations; and
  - (iii) the remaining quantity of the Quantity To Be Allocated, if any, shall then be allocated to the Storage Users proportionately to the latest Accepted Nominations or Accepted Renominations.
- 3.2 If there is no Physical Flow at a Flange in an Hour for which the sum of all Storage Users' latest Accepted Nominations and Accepted Renominations for injection at that Flange in the relevant Hour ("**Injection Sum**") was greater than the sum of all Storage Users' latest Accepted Nominations and Accepted Renominations for withdrawal at that Flange in the relevant Hour ("**Withdrawal Sum**"), the General Allocation Rule shall only apply in respect of Accepted Nominations or Accepted Renominations for withdrawal at that Flange in the relevant Hour. In such case, a quantity of energy equal to the Withdrawal Sum (the "**Quantity To Be Allocated**") shall be allocated to the Storage Users who Nominated or Renominated for injection at the relevant Flange in the relevant Hour as follows:
- (a) the Quantity To Be Allocated shall first be allocated to meet all latest Accepted Firm Nominations and Accepted Firm Renominations. Such allocation shall be made pro rata to the latest Accepted Firm Nominations and Accepted Firm Renominations; and
  - (b) the remaining quantity of the Quantity To Be Allocated, if any, shall then be allocated to meet all latest Accepted Interruptible Nominations and Accepted Interruptible Renominations. Such allocation shall be made pro rata to the latest Accepted Interruptible Nominations and Accepted Interruptible Renominations.
- 3.3 If there is no Physical Flow at a Flange in an Hour for which the Withdrawal Sum was greater than the Injection Sum at that Flange in the relevant Hour, the General Allocation Rule shall only apply in respect of Accepted Nominations or Accepted Renominations for injection at that Flange in the relevant Hour. In such case, a quantity of energy equal to the Injection Sum (the "**Quantity To Be Allocated**") shall be allocated to the Storage Users who Nominated or Renominated for withdrawal at the relevant Flange in the relevant Hour as follows:
- (a) the Quantity To Be Allocated shall first be allocated to meet all latest Accepted Firm Nominations and Accepted Firm Renominations. Such allocation shall be

made pro rata to the latest Accepted Firm Nominations and Accepted Firm Renominations; and

- (b) the remaining quantity of the Quantity To Be Allocated, if any, shall then be allocated to meet all latest Accepted Interruptible Nominations and Accepted Interruptible Renominations. Such allocation shall be made pro rata to the latest Accepted Interruptible Nominations and Accepted Interruptible Renominations.

3.4 If the Physical Flow was for injection at a Flange in an Hour for which the Withdrawal Sum was greater than the Injection Sum at that Flange, the General Allocation Rule shall only apply in respect of Accepted Nominations or Accepted Renominations for injection at that Flange in the relevant Hour. In such case, a quantity of energy equal to the Injection Sum less the Metered Quantity (the "**Quantity To Be Allocated**") shall be allocated to the Storage Users who Nominated or Renominated for withdrawal at the relevant Flange in the relevant Hour as follows:

- (a) the Quantity To Be Allocated shall first be allocated to meet all latest Accepted Firm Nominations and Accepted Firm Renominations. Such allocation shall be made pro rata to the latest Accepted Firm Nominations and Accepted Firm Renominations and
- (b) the remaining quantity of the Quantity To Be Allocated, if any, shall then be allocated to meet all latest Accepted Interruptible Nominations and Accepted Interruptible Renominations. Such allocation shall be made pro rata to the latest Accepted Interruptible Nominations and Accepted Interruptible Renominations.

3.5 If the Physical Flow is for withdrawal at a Flange in an Hour for which the Injection Sum was greater than the Withdrawal Sum at that Flange, the General Allocation Rule shall only apply in respect of Accepted Nominations or Accepted Renominations for withdrawal at that Flange in the relevant Hour. In such case, a quantity of energy equal to the Withdrawal Sum less the Metered Quantity (the "**Quantity To Be Allocated**") shall be allocated to the Storage Users who Nominated or Renominated for injection at the relevant Flange in the relevant Hour as follows:

- (a) the Quantity To Be Allocated shall first be allocated to meet all latest Accepted Firm Nominations and Accepted Firm Renominations. Such allocation shall be made pro rata to the latest Accepted Firm Nominations and Accepted Firm Renominations; and

- (b) the remaining quantity of the Quantity To Be Allocated, if any, shall then be allocated to meet all latest Accepted Interruptible Nominations and Accepted Interruptible Renominations. Such allocation shall be made pro rata to the latest Accepted Interruptible Nominations and Accepted Interruptible Renominations.
- 3.6 If there is a Physical Flow at a Flange in an Hour where the Withdrawal Sum and the Injection Sum were zero at that Flange in the relevant Hour, the Metered Quantity shall be allocated to all Storage Users proportionately to their Available Injection Capacity if the Physical Flow was for injection or proportionately to their Available Withdrawal Capacity if the Physical Flow was for withdrawal. If the Adjacent Network Operator objects to such allocation, the allocation shall be in accordance with the allocation requested by the Adjacent Network Operator.
- 3.7 Without prejudice to Section 3.6, if there is a Physical Flow at a Flange in an Hour where the Withdrawal Sum and the Injection Sum were equal at that Flange, the Metered Quantity shall be allocated to all Storage Users in accordance with the rules set out in Section 3.1.
- 3.8 Storage Users acknowledge that, if EKB is able to conclude with Adjacent Network Operators agreements that mitigate the effect of the circumstances referred to in Sections 3.1 to 3.7 above, it may be able to apply the General Allocation Rule to all or part of the latest Accepted Nominations or Accepted Renominations at a Flange in an Hour.
- 3.9 The energy quantity of natural gas allocated in accordance with Section 2 or this Section 3 as injected or withdrawn from the Storage Facility in each Hour by each Storage User shall be the "**Allocated Quantity**" for that Storage User, that Hour and that Flange.

#### § 4 **Adjustment of Allocation**

The allocation of natural gas shall be based on interim data as long as final data regarding the actual physical flows and actual Gross Calorific Value of natural gas injected into or withdrawn from the Storage Facility are not available to EKB. As soon as final data is available to EKB, the Allocated Quantities shall be adjusted if the final data deviates from the interim data. EKB shall be entitled to re-open final allocation and adjust Allocated Quantities if at a future date an Adjacent Network Operator disagrees with the final allocation due to metering errors or, if at any time under the terms of EKB's contractual arrangements with an Adjacent Network Operator, the allocation rules of the Adjacent Network Operator are applied at a Connection Point.

## **GT&C Appendix VI: Minimum Filling Levels and Removal of Capacity Rights**

**Version 1.0**

**Dated 1 July 2022**

### **I. Minimum Filling Level**

The Working Gas Balance of the Storage User shall correspond to the following minimum Working Gas quantity in relation to the contracted Usable Working Gas Volume of the Storage User (each a "**Minimum Filling Level**" and together the "**Minimum Filling Levels**")

- a) 1 October of each year: 80%;
- b) 1 November of each year: 90%; and
- c) 1 February of each year: 40%.

The Minimum Filling Levels shall automatically be lowered or removed, if the German Ministry for Economic Affairs and Climate Action (*Bundesministerium für Wirtschaft und Klimaschutz*) adjusts downwards or removes those on the basis of an ordinance enacted as per Section 35b para 2 EnWG, or on the basis of a European Regulation by the EU Commission and not superseded by higher standards under German law.

### **II. Removed Capacity Rights**

As from 1 August of each year, EKB may, in daily, weekly or in any other reasonable intervals remove the difference between a required Minimum Filling Level and the used part of the Usable Working Gas Volume of a Storage User and the corresponding pro rata part of the Injection and Withdrawal Capacity associated with such Storage User's Usable Working Gas Volume (together the "**Removed Capacity Rights**") until the end of the relevant Storage Year to the extent that it is foreseeable (*erkennbar*) that the Storage User's utilization of Usable Working Gas Volume will not reach a Minimum Filling Level. Capacity Rights may not be removed, if such underutilization is due to the default of EKB or unavailability of Firm Injection Capacity. It is foreseeable that the Minimum Filling Level may not be reached, if the Usable Injection Capacity of a Storage User is insufficient to reach the respective Minimum Filling Level and the Storage User has not provided plausible justification on how to reach the Minimum Filling Level by other means. EKB shall at least five (5) days prior to removing any Capacity Rights send a warning Notice (email is possible as well) to the Storage User. If the relevant Storage User has not initiated all required actions to reach the relevant Minimum Filling Level within five (5) days after receipt of the

warning, EKB may remove the Storage User's relevant Capacity Rights. Once EKB has removed such Capacity Rights, it will send a notification to the Storage User and will correspondingly deduct the Removed Capacity Rights from the Capacity Rights of the Storage User in the Capacity Rights Account until the end of the relevant Storage Year. The Removed Capacity Rights are the only remedy available to EKB.

### **III. Obligation to pay**

The Storage User remains obliged to pay the Capacity Fee for Removed Capacity Rights except for the Operational Fee/variable part of the Capacity Fee for withdrawal and injection capacity, which is charged by EKB upon utilization of the withdrawn injection or withdrawal capacity only and payable by the market area responsible person (*Marktgebietsverantwortlicher*).

### **IV. Provision of Removed Capacity Rights**

EKB will make the Removed Capacity Rights available to the market area responsible person (*Marktgebietsverantwortlicher*).

### **V. Miscellaneous**

This GT&C Appendix VI shall implement the requirements as per §§ 35a to 35g of the German Energy industry Act (*Energiewirtschaftsgesetz, EnWG*) and shall not create any additional rights of EKB or additional obligations of the Storage User unless extended by national or European law referred to in this GT&C Appendix VI.



## **GT&C Appendix VII: Notification Requirements**

**Version 2.0**

**Dated 1 July 2022**

This GT&C Appendix VII sets out notification requirements in respect of Capacity Transfers, Capacity Assignments, Gas Transfers and assignments of Storage Service Agreements.

### **I. Submission of Notifications**

All notifications to be made to EKB in respect of Capacity Transfers, Capacity Assignments and Gas Transfers shall be made using the form sheets available on the general section of the Capacity Rights Accounts. The completed form sheets shall be submitted to EKB via the Capacity Rights Accounts. The notifications to be made to EKB by a Storage User and the Successor in case of an assignment of a Storage Service Agreement in accordance with § 17 of the GT&C shall be made in writing and submitted by registered mail or courier.

### **II. Capacity Transfer**

The notifications to be made by the Transferor and by the Transferee to EKB in accordance with § 15 of the GT&C shall specify:

- (a) the identity of the Transferor and the Transferee;
- (b) whether the Capacity Transfer is a transfer of Available SBUs, Available Injection Capacity, Available Withdrawal Capacity or Available Working Gas Volume;
- (c) the amount of Available SBUs, Available Injection Capacity, Available Withdrawal Capacity or Available Working Gas Volume to be transferred;
- (d) whether and, if so, to what extent they will be Transferred Booked Capacity Rights; and
- (e) the period of the Capacity Transfer.



### **III. Capacity Assignment**

The notifications to be made to EKB by the Assignor and by the Assignee in accordance with § 16 of the GT&C shall specify:

- (a) the identity of the Assignor and of the Assignee;
- (b) whether the Capacity Assignment is an assignment of Booked Unbundled Injection Capacity, Booked Unbundled Withdrawal Capacity, Booked Unbundled Working Gas Volume or Booked SBUs;
- (c) the amount of Booked Unbundled Injection Capacity, Booked Unbundled Withdrawal Capacity, Booked Unbundled Working Gas Volume or Booked SBUs to be assigned; and
- (d) the period of the Capacity Assignment.

### **IV. Gas Transfer**

The notifications to be made to EKB by the transferor Storage User and by the transferee Storage User in accordance with § 18 of the GT&C shall specify:

- (a) the identity of the two Storage Users and which party is the transferor and which the transferee;
- (b) the amount of Working Gas to be transferred; and
- (c) the Gas Day on which the Gas Transfer is proposed to take place.

### **V. Assignment of a Storage Service Agreement**

The notifications to be made to EKB by a Storage User and by the Successor in accordance with § 17 of the GT&C shall specify the identity of the Storage User and of the Successor and the proposed effective date of the assignment.

### **VI. Consent of Transferees**

In case of a Capacity Assignment, the Assignor shall submit the evidence required of any existing Transferee`s consent at the same time as the relevant notification.